

**In the Matter of:**

*St. Johns County Airport Authority*

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*11/10/2025 REGULAR MEETING*

*November 10, 2025*

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3940 Lewis Speedway, Suite 2102  
St Augustine, FL 32084  
(904) 825-0570      [www.staugcr.com](http://www.staugcr.com)

ST. JOHNS COUNTY AIRPORT AUTHORITY

Regular Meeting

held in The Conference Center Meeting Room

4730 Casa Cola Way

St. Augustine, Florida

on Monday, November 10, 2025

from 4:00 p.m. to 9:02 p.m.

\* \* \* \* \*

BOARD MEMBERS PRESENT:

NICK PRIMROSE, CHAIRMAN  
MICHELLE CASH-CHAPMAN, SECRETARY-TREASURER  
GERALD DEDGE  
MARIO DIPOLA

\* \* \* \* \*

ALSO PRESENT:

CHAD S. ROBERTS, ESQUIRE, The Roberts Firm, PLLC,  
1633 Challen Avenue, Jacksonville, Florida, 32205,  
Aviation Counsel for Airport Authority.

CHRISTOPHER A. WALKER, ESQUIRE, and JEFFREY W. KEMPF,  
ESQUIRE, Lippes Mathias, LLP, 10151 Deerwood Park  
Boulevard, Suite 300, Jacksonville, Florida, 32256,  
General Counsel for Airport Authority.

COURTNEY PITTMAN, Interim Executive Director.

\* \* \* \* \*

JANET M. BEASON, RPR, RMR, CRR  
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1	I N D E X	
2		PAGE
3	PLEDGE OF ALLEGIANCE	3
4	ROLL CALL	3
5	MINUTES APPROVAL	3
6	AGENDA APPROVAL	4
7	BUSINESS PARTNER UPDATES	9
8	PUBLIC COMMENTS - GENERAL	12
9	OLD BUSINESS ITEMS	
10	- Cherry Bekaert 2024/2025 Annual Audit	22
	- Airport Authority Meeting Policy	35
11	- Board Policy & Procedures, Minutes, Speaking	49
	- Employment Contract - Interim Executive Dir.	57
12	- Executive Director Search	66
	- Fuel Farm Self-Serve Design & Bidding	81
13	- Hawkeye View Lane Design & Bidding	84
	- Environmental Assessment for East Side	96
14	- Utilities & Storm Water Design - Michael Baker	98
15	NEW BUSINESS ITEMS	
16	- Rivkin Lease	101
	- St. Aug. Student Maint. Training Program Ctr.	106
17	- T-hangar Use Policy	114
	- Appeal	115
18	- Akerman FRS	223
	- Internal Investigation	230
19	- General Counsel Request Shade Meeting	262
	- FRS Senior Management Discussion	263
20	STAFF REPORTS	265
21	MEMBER COMMENTS AND REPORTS	268
22	ADJOURNMENT	271
23	REPORTER'S CERTIFICATE	272
24		
25		

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

2 CHAIRMAN PRIMROSE: All right. It's 4:00. I  
3 will call this meeting to order.

4 This is the November 10th meeting of the  
5 St. Johns -- actually the St. Augustine Airport  
6 Authority. We'll start with the Pledge of  
7 Allegiance.

8 (Pledge of Allegiance.)

9 MS. CASH-CHAPMAN: Mr. Chairman, before we get  
10 started, I would like to respectfully request that  
11 we take a brief moment of silence, whew, in memory  
12 of Warren Cilliers who tragically passed away on  
13 Saturday who was a prominent figure in our aviation  
14 community. So if we could just take a moment for  
15 him, that would be greatly appreciated.

16 (Pause in the proceedings.)

17 MS. CASH-CHAPMAN: Thank you.

18 CHAIRMAN PRIMROSE: Thank you for -- for doing  
19 that.

20 ROLL CALL

21 CHAIRMAN PRIMROSE: We'll start with the roll  
22 call. So, I believe we've got everybody, all --  
23 all four members present, so we have a quorum.

24 MINUTES APPROVAL

25 CHAIRMAN PRIMROSE: Going to minutes approval.

1 Everybody had a chance to review the minutes from  
2 our October 13th board meeting as well as our  
3 October 15th -- or, excuse me, and our October 13th  
4 budget meeting? Did anybody have any questions,  
5 additions, or edits to those meeting minutes?

6 Seeing none, I'll have a motion to the minutes  
7 as provided?

8 MR. DIPOLA: So moved.

9 CHAIRMAN PRIMROSE: Do we have a second?

10 MS. CASH-CHAPMAN: Second.

11 MR. DEDGE: Second. Any discussion or debate?

12 CHAIRMAN PRIMROSE: Hearing none, all those in  
13 favor of the minutes, say aye.

14 MS. CASH-CHAPMAN: Aye.

15 MR. DEDGE: Aye.

16 MR. DIPOLA: Aye.

17 CHAIRMAN PRIMROSE: Aye. Any opposed?

18 Hearing none, the minutes are approved.

19 AGENDA APPROVAL

20 CHAIRMAN PRIMROSE: Go to agenda approval.  
21 Anybody seeking any amendments?

22 MR. DIPOLA: I have two -- three.

23 I'd like to move up two items potentially.

24 One, NFTPO is not on the agenda, but I'd like to  
25 put that because I'd like to discuss that, and that

1 should be hopefully very brief. The North Florida  
2 TPO, there's a board meeting on Wednesday, and I'd  
3 like to discuss having a -- I'd push to be present  
4 myself as their delegate if -- if it was so  
5 approved, but that would be the first amendment.

6 The second amendment would be discussing the  
7 opening of the T-hangars. And then, thirdly, which  
8 could be pushed down the agenda, indemnification  
9 policy. And I don't necessarily care where the  
10 indemnification policy would fit.

11 CHAIRMAN PRIMROSE: Yeah. So we can't add  
12 things to the agenda because if it's a public  
13 meeting, we have to notice it ahead of time to give  
14 people the awareness that there's going to be an  
15 issue.

16 On the T-hangar approval, I think maybe,  
17 Courtney, you can handle that in your staff report.

18 As far as the TPO, it was --

19 MR. DIPOLA: It was in old business. I mean,  
20 it's not showing up --

21 CHAIRMAN PRIMROSE: Right.

22 MR. DIPOLA: -- but it was an item that we had  
23 in the prior business.

24 CHAIRMAN PRIMROSE: Yeah, but if it's not  
25 listed, we can't add new items to vote on. So --

1 and, general counsel, am I correct in my --

2 MR. WALKER: If -- if there's no expenditure  
3 of funds, you would be able to in theory add as  
4 long as you had a quorum and then you opened it for  
5 public comment.

6 Let me -- I want to pull down one thing to  
7 cross confirm. Generally speaking, best practices  
8 is you would notice it before a board meeting --

9 CHAIRMAN PRIMROSE: Yeah.

10 MR. WALKER: -- but I want to pull this down  
11 really quick, because I do recall it was old  
12 business, so.

13 CHAIRMAN PRIMROSE: It was. It was. I'm  
14 going to -- well, we can open it up for other  
15 discussion.

16 On the TPO, do we need to have a vote or I can  
17 just appoint somebody the duty to represent us on  
18 the TPO?

19 MR. WALKER: That would be -- be my counsel,  
20 that it would be with Chairman's discretion as it's  
21 effectively a committee that the board is  
22 attending.

23 CHAIRMAN PRIMROSE: Okay.

24 MR. WALKER: So you'd have the -- I would say  
25 the discretion to appoint.

1           CHAIRMAN PRIMROSE: So, do we have any  
2           objection to appointing Mario as the -- our  
3           representative at the TPO?

4           MS. CASH-CHAPMAN: No objection.

5           MR. DEDGE: No objection.

6           CHAIRMAN PRIMROSE: Congratulations. You're  
7           appointed to represent us at the TPO.

8           MR. DIPOLA: Then I would redact any requested  
9           amendment there.

10          CHAIRMAN PRIMROSE: No, you're good.

11          MR. DIPOLA: And if Courtney has the  
12          T-hangars, he can discuss that. And then the  
13          indemnification policy is something that could be  
14          down -- I know we're planning on discussing it at  
15          the workshop.

16          CHAIRMAN PRIMROSE: Yeah, I think -- I think,  
17          if you don't mind, if we can discuss that at the  
18          workshop and then have it on the agenda for the  
19          December meeting, if you're okay with that.

20          MR. DIPOLA: Sounds good.

21          CHAIRMAN PRIMROSE: Okay. Any other changes  
22          or --

23          MR. DEDGE: I'd like to make a proposal that  
24          we -- when we look at the agenda items, we change  
25          the old business to unfinished business. I'd like



1 the agenda to reflect that.

2 CHAIRMAN PRIMROSE: Unfinished business.

3 MR. DEDGE: Yeah.

4 CHAIRMAN PRIMROSE: I have no -- no problems  
5 with that.

6 MR. DEDGE: No problem with that?

7 CHAIRMAN PRIMROSE: Yeah.

8 MR. DEDGE: Absolutely.

9 CHAIRMAN PRIMROSE: Okay. Other changes? Do  
10 we have a motion to approve the agenda?

11 MR. DIPOLA: So moved.

12 CHAIRMAN PRIMROSE: Do we have a second?

13 MS. CASH-CHAPMAN: I second that.

14 CHAIRMAN PRIMROSE: Okay. Any discussion on  
15 that? Hearing none, all those in favor say aye.

16 MS. CASH-CHAPMAN: Aye.

17 MR. DEDGE: Aye.

18 MR. DIPOLA: Aye.

19 CHAIRMAN PRIMROSE: Aye. Any opposed?

20 Hearing none, the agenda's approved.

21 BUSINESS PARTNER UPDATES

22 CHAIRMAN PRIMROSE: All right. Business  
23 partner updates. Commissioner Taylor?

24 COMMISSIONER TAYLOR: Yes. Great.

25 CHAIRMAN PRIMROSE: And we do have a nice new

1 clock, so three minutes.

2 COMMISSIONER TAYLOR: All righty. Well, great  
3 to see everybody. I -- let's see. I just wanted  
4 to share a few things.

5 We recently had our delegation meeting in the  
6 county building with our senator and our house reps  
7 and went over future -- future things that we want  
8 to plan for next year as well. And I did want to  
9 just -- just kind of re- -- re- -- kind of revisit  
10 what -- one of the things that Rep Kim Kendall  
11 worked on was a \$250,000 appropriation here for the  
12 airport.

13 And the St. Augustine Airport, it's -- what  
14 it's going to be, is the St. Augustine Airport  
15 Student Maintenance Training Program. And that's  
16 going to be between the airport and  
17 St. Augustine High School. So that's very very  
18 exciting for that -- the money to go to that. And  
19 then just show that the St. Augustine Pilots  
20 Association has also offered assistance for that.  
21 So that's exciting.

22 I did want, as far as at the county goes,  
23 really the big news right now is that our  
24 comprehensive plan that we spent so much time and  
25 money on was rejected. So we are going to be

1 working on that and getting that resubmitted by the  
2 end of the year.

3 Those of you that are following that, the big  
4 reason was due to Senate Bill, which is now law,  
5 180. So that was a big part of that.

6 And then also just want to give an update.  
7 This Saturday starts the opening night of  
8 Night of Lights and a very exciting time here in  
9 the city.

10 We have actually had some joint meetings, the  
11 county and the city, and I feel like we're  
12 really -- really making some good progress.  
13 Everybody agrees that what happened last year can't  
14 happen again. So we're going to be working closely  
15 with the Sheriff's Department as well, as well as  
16 with the city, the city police and that. So that's  
17 going on.

18 Also, huge news, we -- you know, we do have a  
19 new Night of Light app. Hopefully everybody's  
20 aware of that. But there -- because of all the  
21 changes, there was a brand new app that was  
22 developed specifically for Night of Lights, and for  
23 that to work, one of the big concerns is cell  
24 coverage in the downtown area. Yes.

25 And I was able to coordinate a joint meeting

1 with upper management with Verizon. Normally it  
2 takes several months to -- to get something like  
3 that done, but Verizon has agreed to work with the  
4 city, and they're going to be deploying a temporary  
5 piece of equipment that's going to help with cell  
6 service at this very busy time.

7 Normally it's close to a hundred thousand  
8 dollars, and they are not going to be charging us  
9 for that. So that is -- that is huge. So that  
10 is -- that is going on. And hopefully that will  
11 help with -- with that app and that so we don't  
12 have those things.

13 But other than that, congrats to all of you  
14 and nice to see everybody. Thank you.

15 CHAIRMAN PRIMROSE: Thank you,  
16 Commissioner Taylor. Mr. Beyers,  
17 Atlantic Aviation, any updates? Or anybody from  
18 Atlantic? None? Okay. SAAPA, any updates other  
19 than the e-mail we got this week?

20 None? Okay. Anybody from Northrop Grumman  
21 for an update?

22 MR. MCKENDRICK: Yeah, I'm here. Nothing to  
23 add. Thank you.

24 CHAIRMAN PRIMROSE: Thank you. And then  
25 Mr. Deputy.

1 MR. DEPUTY: AOPA has no public comment.

2 CHAIRMAN PRIMROSE: Thank you.

3 PUBLIC COMMENTS - GENERAL

4 CHAIRMAN PRIMROSE: At this time we'll go to  
5 just general public comments on any of the agenda  
6 items. As you see, we've got the clock, three  
7 minutes. So we've got our first person. If you'd  
8 just come up. Please state your name and address a  
9 matter that's presented in front of the  
10 Authority -- oh, I do. I have one here, too.  
11 Okay. Thank you. I'm sorry. Mr. McKendrick,  
12 you're up first if you've got...

13 MS. MARTIN: Oh.

14 MR. McKENDRICK: Actually, I have something to  
15 add to the --

16 CHAIRMAN PRIMROSE: Okay.

17 MR. McKENDRICK: So I'm not just a business  
18 partner; I'm a St. Johns County resident. I'm at  
19 660 Hampton Downs Court in St. Johns, 32259.

20 I actually came here today because a whole new  
21 board in front of me than I'm used to seeing. But  
22 I wanted to -- by the way, is the agenda item for  
23 search for county -- Airport Authority director on  
24 the agenda today?

25 CHAIRMAN PRIMROSE: It is.

1 MR. McKENDRICK: Okay. All right. So good.

2 So I wanted to express as a business partner  
3 my support for Courtney Pittman. I know the search  
4 has been going on for years it feels like. I feel  
5 like this has been on the agenda for a while.

6 But the -- the stability of the airport is  
7 really important to us, and Courtney's given that  
8 to us. I've worked with him, been the manager in  
9 flight tests, which is aircrew, the fire  
10 department. That's my team. But we work with the  
11 airport a lot and Courtney's been great.

12 So I know as you search for an  
13 Airport Authority director, you might have a good  
14 one right under your nose. Just -- so I just  
15 wanted to -- you know, as a partner, as a business  
16 partner, he's been great for us and we appreciate  
17 it. Thank you.

18 CHAIRMAN PRIMROSE: Thank you. I guess  
19 we'll -- we'll just go through all of them. Some  
20 of them are specific items, but just to knock out  
21 the public comment this way.

22 Mr. Hay, do you want to come up?

23 MR. HAY: Good afternoon. Bill Hay,  
24 3545 St. Johns Bluff Road, Jacksonville, Florida,  
25 32224.

1 First of all, I'd like to say it's a breath of  
2 fresh air to see Robert's Rules of Order and  
3 parliament -- parliamentary procedures being used  
4 professionally. Thank you. We've struggled for it  
5 for the five years that I've been at this airport.

6 Second to that, I'm probably the most -- least  
7 likely person to be standing here before you to  
8 make the comments that I'm going to make because if  
9 you were here six months ago, you would see that  
10 Courtney Pittman and I were at opposition on  
11 something that was very near and dear to me.  
12 Fortunately, that night I prevailed. I prevailed  
13 by the hand of the previous board.

14 It wasn't because Courtney was doing something  
15 personal, it was because he was doing his job. And  
16 although that night I -- I dickered with him for  
17 the fact that he was doing his job so completely,  
18 but in the end, it all worked out well.

19 And since that time, I have seen this  
20 gentleman handle Wings n' Wheels with really no  
21 authority and turning it into an amazing,  
22 successful event. And based on the contract length  
23 that I think he's looking at, he will be handling  
24 the next one in February, which is scheduled to be  
25 five times what the most previously one was.

1           What I bring to your attention is the fact  
2           that he's been shackled for a year and a half with  
3           the word "interim". And I ask you to remove that,  
4           and instead of giving him such a short contract,  
5           possibly entertain the idea of a one-year contract  
6           with an extension after that for the real reason  
7           that even though he knew that someone was looking  
8           to replace him; i.e., the board, he still did the  
9           job in an exemplary manner.

10           And so, I'm asking you to remove the word  
11           "interim" and instead make him the executive  
12           director with the authority of all of the previous  
13           executive directors.

14           And I'll add this. After being here since  
15           2020, the previous executive director I only saw in  
16           the public one time and mostly spoke to him on the  
17           phone. Courtney is in the field, on the field,  
18           around the field, and if you need to meet with him,  
19           you can call him almost on a moment's notice and he  
20           will make time for you. That's what we need here.

21           And the chairman said that he wanted stability  
22           and customer service from his board going forward  
23           in a television interview. I tell you that  
24           stability would be obtained by placing him in the  
25           position of executive director and not labeling him



1 with interim or searching for someone else. Save  
2 the money on the search engine and give the man a  
3 real shot. Thank you.

4 CHAIRMAN PRIMROSE: Thank you. Ms. Martin.

5 MS. MARTIN: I didn't time this, but I hope.

6 My name is Sacha Martin. I'm an airport  
7 stakeholder who has been attending these  
8 Airport Authority meeting for more than 20 years.

9 I was on the committees for the new commercial  
10 air terminal and the new Customs building opening,  
11 and as a result of my being on a steering committee  
12 and board appointed to the St. Johns County Visitor  
13 by the county commission, our airport executive  
14 director appointed me to a citizens airport  
15 advisory committee which was initially charged with  
16 to look at and analyze existing airport businesses  
17 and come up with recommendations and actions. I've  
18 also been on the Wings n' Wheels and Young Eagles  
19 events.

20 I was not able to attend your first meeting,  
21 but I did review the video. It was a very  
22 efficient and positive meeting and so well  
23 coordinated by our new chair Nick Primrose. Great  
24 job and I was very impressed.

25 I had met two of you before the meeting.

1 Before the Governor's appointment was made, the  
2 county republican executive committee asked me to  
3 interview their REC members Mario and John Young,  
4 who were Airport Authority candidates so they could  
5 write a meaningful recommendation letter. I and  
6 two other prominent pilots had a wonderful  
7 congenial meeting and came away writing our own  
8 recommendation letters for both.

9 What amazing and relevant backgrounds our new  
10 board members have. Mario is a state  
11 transportation leader with five years under the  
12 umbrella of the FDOT. He's on the Citizens  
13 Advisory Committee for the North Florida TPO and I  
14 guess he's going to address that. He's led  
15 business development transportation teams. Wow.

16 As an understatement, Nick is an expert at  
17 multitasking. When can take advantage of his  
18 experience as legal counsel to two Florida  
19 governors. He's committed to public service. He  
20 oversees JAXPORT regulations compliance and is a  
21 public policy professional, so is obviously good at  
22 regulatory compliance.

23 Quite by chance I had a long conversation with  
24 Jerry. We had a lot in common, and his outlook is  
25 a positive one to our benefit. He has decades of

1 significant aviation experience which should prove  
2 useful.

3 Thank you, Michelle, for continuing to provide  
4 your expert -- experience and input. And Courtney  
5 did not hesitate a moment with answers to  
6 questions. He now provides agenda briefings, which  
7 we never had before and which makes the  
8 understanding of issues so much easier.

9 We have a remarkable airport to preserve and  
10 enhance. Thank you so much, new board members, for  
11 your initiative to step forward and take on our  
12 challenges. I'm confident that with you on the  
13 board are airport -- you on the board, are airport  
14 will become the best it can be. Thank you so much.

15 CHAIRMAN PRIMROSE: Thank you. And then  
16 Ms. Brewer.

17 MS. BREWER: Good afternoon, Jan Brewer,  
18 228 Vista Grande Drive, Ponte Vedra Beach, T-hangar  
19 tenant.

20 I would like to first address the  
21 Airport Authority meeting policy. I know that's  
22 coming up in which part of that policy will allow  
23 for public comments after each agenda item. I  
24 would like to know is that policy? Are we going to  
25 be allowed to speak to each agenda item today?

1 Because that has direct bearing on the rest of my  
2 time.

3 CHAIRMAN PRIMROSE: Yeah. And for -- for  
4 today, you can speak on each agenda item. If the  
5 board policy passes, it will go to just a public  
6 comment at the beginning of the meeting on all  
7 items, just so that we can move through them a  
8 little quicker.

9 MS. BREWER: Okay. So today, just for  
10 clarification, like when Item 4 comes up, I can  
11 speak after Item 4.

12 CHAIRMAN PRIMROSE: You can unless you want to  
13 go right now and I can give you some extra time.  
14 Whatever -- whatever you'd like to do.

15 MS. BREWER: Actually, I would like to wait.

16 CHAIRMAN PRIMROSE: Okay.

17 MS. BREWER: And although I appreciate having  
18 like hours of time --

19 CHAIRMAN PRIMROSE: Yes.

20 MS. BREWER: -- I think it's wrong.

21 CHAIRMAN PRIMROSE: Yeah, it's wrong. We're  
22 not -- it's -- we're good for today. Yeah.

23 MS. BREWER: Okay. Thank you.

24 CHAIRMAN PRIMROSE: Did you want to address  
25 any -- because I -- you put three different items.

1 You want -- you just want to wait until each of you  
2 those?

3 MS. BREWER: Right.

4 CHAIRMAN PRIMROSE: Okay.

5 MS. BREWER: Because I think it's relative.  
6 Like the airport policy, public comment after each  
7 item is what I would like for today, if that's  
8 possible.

9 CHAIRMAN PRIMROSE: Yeah.

10 MS. BREWER: Then the employment contract,  
11 there were no backup materials, so I'm not really  
12 prepared for that.

13 CHAIRMAN PRIMROSE: Okay.

14 MS. BREWER: There was nothing really for us  
15 to review. So I'm kind of flying blind on what  
16 that interim contract or what the contract is. So  
17 it'd be good to wait for that item so that maybe  
18 someone can speak to what is actually contained in  
19 that contract.

20 I did see that Item 8 was nonexistent as far  
21 as backup materials. There was no Item 8. So, so  
22 far, that's all I have for right now --

23 CHAIRMAN PRIMROSE: Okay.

24 MS. BREWER: -- as long as we can speak after  
25 each item.

1           CHAIRMAN PRIMROSE: Yeah, you can.

2           MS. BREWER: Thank you.

3           CHAIRMAN PRIMROSE: And then, Ms. Fischbach,  
4           Fischbach (pronunciation)?

5           MS. FISCHBACH: Members of the board, in the  
6           interest of looking for a permanent director, I  
7           would like to know if the board has sought out any  
8           other temporary options aside from Mr. Pittman.  
9           There has got to be someone available who can at  
10          least do some damage control, as the airport has  
11          lost a lot under current management.

12          In fact, the only gain under this management  
13          has been to Mr. Pittman personally as well as some  
14          of his staff. To that end, I would like to know,  
15          if Mr. Pittman's resume came across your desk today  
16          to apply for this position, would you consider it?  
17          With his ATC experience, his lack of airport  
18          management experience, and now this airport  
19          mismanagement since May of 2024 where the airport  
20          is in financial dire straits and being run by  
21          Passero and ChatGPT, would you still consider it?  
22          Would you take his resume into serious  
23          consideration to get the airport out of a situation  
24          that he unironically helped to create.

25          And might you consider reaching out to any of

1 the tenured staff under former administrations who  
2 ran the airport smoothly for decades. Might you  
3 want to reach out to people who would exactly know  
4 the road back to efficient operations and financial  
5 prudence at this airport. Thank you.

6 CHAIRMAN PRIMROSE: Thank you. All right.  
7 Seeing no other comment cards, we will move on to  
8 the agenda.

9 CHERRY BEKAERT 2024/2025 ANNUAL AUDIT PRESENTATION

10 CHAIRMAN PRIMROSE: So, on old/unfinished  
11 business, we'll go to agenda item number 1, the  
12 Cherry Bekaert annual audit presentation. Do we  
13 have a representative that would like to --

14 MR. PITTMAN: That is correct.

15 MR. ZEICHNER: That, we do. Beautiful. Are  
16 you driving --

17 MR. PITTMAN: I got you.

18 MR. ZEICHNER: -- Courtney?

19 MR. PITTMAN: Yes, sir.

20 Well, actually, I appreciate unfinished versus  
21 old because I just recently had a birthday, and I  
22 think I'd much rather be thought of as unfinished  
23 than old. So I approve.

24 My name is Jeff Zeichner. I'm the engagement  
25 leader, from Cherry Bekaert on the Authority's

1     audit. I already made this presentation before,  
2     but at the time, there was no quorum. So I'm back  
3     again. So counsel's going to find this to be  
4     redundant, but it will be new for you.

5             I'm going to move real quickly. The real  
6     reason I'm here is to answer any questions you  
7     might have. So I'm going to go pretty quickly, but  
8     feel free to stop if you like. That's just quickly  
9     the agenda. We can kind of fly through that. Go  
10    to the next slide.

11            You know we have a client service team led by  
12    me, Jeff Zeichner. I actually have a pretty long  
13    history with the airport. I love being back here.  
14    At a different firm in a different life, I think I  
15    was the senior on this engagement about 2000/2001,  
16    so it's great to be back.

17            I'm also local. Even though I'm tied to the  
18    Orlando office, I sit at home at the beach in  
19    St. Augustine. So please, if you ever need  
20    anything, feel free to call and say get over here.  
21    And the client service team's been very consistent  
22    over the few years, which is good. It adds value  
23    to the audit, I think. Next one.

24            So these are the results of the audit. You  
25    know, just to kind of start out, it's been



1 mentioned there's been some instability at the  
2 airport and it's made the audits a bit challenging.  
3 But this audit, the group that was responsible for  
4 getting this audit across the finish line really  
5 wasn't -- weren't the people that were here during  
6 2024.

7 And everybody really rallied and we got to all  
8 that was needed and we had a really good result, I  
9 thought, although it was dragged out and we have a  
10 plan to get it back on track.

11 But we did, we issued an unmodified opinion in  
12 your financial statements. That's the highest  
13 level of assurance a CPA can lend to a set of  
14 financial statements. It means that your  
15 creditors, although you really don't have any at  
16 the moment, your stakeholders, your grantors can  
17 rely on these financial statements to accurately  
18 reflect the results of your operations and your  
19 financial position. So that's a great thing.

20 Moving on to the next, we start to deal with  
21 significant audit matters. And these were areas  
22 that we identified as having higher inherent risk,  
23 things we paid a little closer attention to,  
24 designed our procedures with a higher level of  
25 precision. And that was management override of

1 controls which is a presumed significant risk in  
2 any audit. And then capital assets. As of 2023,  
3 there was a material misstatement related to  
4 capital assets that did not recur in 2024.

5 So this speaks to Government Auditing  
6 Standards here. So, you know, in addition to  
7 giving an opinion on your financial statements,  
8 because you're a government, you're audited under  
9 governmental auditing standards.

10 What that means is, as your auditors, we have  
11 to look at your internal controls and your  
12 compliance with contracts -- contracts, statutes,  
13 regulations that would have a direct and material  
14 impact on your financial statements if -- in the  
15 event of noncompliance. And after reviewing your  
16 internal controls for financial reporting and your  
17 compliance attributes, we had nothing to report,  
18 which is a great thing because auditors never say  
19 nice things; we just hold our tongues when we have  
20 nothing to say. You can move it along.

21 I'm going to apologize. I'm having a little  
22 trouble with my back. Would you mind if I sat?

23 CHAIRMAN PRIMROSE: No, please.

24 MR. ZEICHNER: A little gimpy today, having to  
25 do with being unfinished.

1           These are the definitions of a controlled  
2 efficient statement, things that were reported we  
3 found anything. A material weakness is the most  
4 severe. We did report one in 2023. And we kind of  
5 condensed about five different points into one  
6 material weakness. That did not reoccur in 2024.

7           Significant deficiency is slightly less in  
8 significance than a material weakness, but  
9 important enough to report to those who are charged  
10 with governance, which are y'all. And again, we  
11 had nothing to report.

12           We are required to report corrected  
13 misstatements and uncorrected misstatements. These  
14 were effectively our audit adjustments. And that  
15 first one looks sort of large, it's \$2.1 million.  
16 But it really didn't change much; it was just a  
17 classification change between different categories  
18 of capital assets, so it had no impact on your net  
19 position or your operations. The other two were  
20 significantly smaller. We probably wouldn't have  
21 noted them at all it hadn't been for the first one.

22           The next slide is uncorrected statements.  
23 These are things that we agreed with management  
24 were not material and we agreed not to adjust. And  
25 again, you can see they were very immaterial.

1           So -- so overall, the financial records that  
2           were provided to us at the end of 2024 were very  
3           much what ended up in your financial statements,  
4           which is something to say because there was a lot  
5           of turbulence. And again, your controller who was  
6           trying to pull all of this together was not here  
7           during 2023. So she really rallied for us.

8           Moving on to the next slide, we get into some  
9           required communications. They're not fairly  
10          interesting. Again, if you're curious, we have it.  
11          We always have to be aware of related parties  
12          because they can be conducted not at an arm's  
13          length transaction and they have to be disclosed.  
14          So we looked for related party transactions that  
15          have not been disclosed and we did not find any.

16          We also look for significant unusual  
17          transactions. Significant estimates are always  
18          important. These estimates are -- they're inherent  
19          in financial statements and they're subject to  
20          management bias and assumptions. And so, we always  
21          look at significant estimates with a little higher  
22          degree of skepticism. I didn't find any to report.  
23          And then we always look at your financial statement  
24          disclosures to make sure they're neutral and clear,  
25          understandable, and we didn't find any trouble with

1 any of that.

2 Sorry I kind of skipped ahead. Courtney, you  
3 can probably go four slides down. One, two. I'm  
4 not as good when I'm not driving myself. And one  
5 more.

6 We do perform some nonaudit services for the  
7 airport. And any time we do a nonaudit service, we  
8 have to evaluate to make sure we are maintaining  
9 our independence as your auditors.

10 In that regard, we do help you maintain your  
11 depreciation schedules, the straight-line  
12 depreciation, a very simple calculation. We did do  
13 some forensic accounting for you at the end as a  
14 result of the end of 2024. And we assist you in  
15 the preparation of your draft of your financial  
16 statements as well as assisting with the data  
17 collection form for the feds. And we evaluated  
18 that and none of it, we don't believe any of it  
19 impaired our independence as your auditors. One  
20 more.

21 These are just other prior communications that  
22 we would be required, things that the AICPA, our  
23 governing body, feels that you should know if you  
24 were having trouble. If we had difficulties with  
25 management, disagreements with management.

1           You know, usually we get to an unmodified  
2   opinion one way, but if it -- if we only get there,  
3   if management's taken a very aggressive position  
4   and the auditors are holding the opinion until they  
5   back down, they'll usually back down before we give  
6   it to them. But the AICPA feels that we should  
7   disclose those types of things with you, if  
8   management's being really aggressive). But in that  
9   regard, we had no disagreements with management and  
10   no significant -- other than the turnover and the  
11   turbulence, no pun intended there. But, you know,  
12   we really worked well with management, and as I  
13   said earlier, I think they really rallied to clean  
14   up conditions that were there here before they were  
15   really in place.

16           And there's some more required communications  
17   there. Nothing substantial. There is a thing  
18   there that we would have put fraud or illegal acts.  
19   I think we're all sort of aware of an event that  
20   happened at the end of '24, but it was rather  
21   de minimis and we've discussed it at length. I  
22   don't know we need to go into it any further. So  
23   those are the required communications.

24           As we go one-third, I think we are -- this  
25   just talks about our responsibility for certain

1 things in the financial statements we don't take  
2 full responsibility for. And in this regard, the  
3 schedule of expenditures and federal awards, your  
4 federal and state grants, the expenditures, we  
5 don't intentionally audit, we give what's called an  
6 In Relation To Opinion, which means that it appears  
7 to be accurate in relation to the financial  
8 statements taken as a whole.

9 And these are simply the upcoming financial  
10 statement changes. And we will discuss these.  
11 There's a few -- there's nothing terribly  
12 significant. Compensated absences or risk  
13 disclosures comes into play for 2025, and we'll  
14 make sure that Connie is up to speed on those and  
15 ready. 103 and 104, the financial reporting  
16 mod- -- model and disclosure of capital assets will  
17 go into play in '26.

18 I was just talking to Connie on the way in and  
19 I was helping her find some training for certain  
20 things. We'll certainly make sure that the team is  
21 up to speed and trained, we're invite them to our  
22 seminars and make recommendations so that they're  
23 ready to deal with that when they come in.

24 And then finally -- well, finally, I just  
25 questions if you had any. In regards to that,

1     there was one other thing I thought I'd mention.  
2     At the end when I presented at the last workshop  
3     meeting, there was a lot of discussion after I  
4     presented about the event that occurred in 2024  
5     where the controller was terminated.

6             And I was asked why we did not report a  
7     control deficiency or -- or it wasn't asked; it was  
8     implied, you know, why was there not a control  
9     deficiency reported because of that incident. And  
10    I -- I didn't have a chance to talk, but I want to  
11    just state this so you're all kind of clear on it  
12    now. It's good I had a second chance to make this  
13    presentation.

14            The definition of a control deficiency is an  
15    event or a condition that will result in a  
16    misstatement of the financial statements and not be  
17    prevented or detected and corrected by management  
18    in the normal course of performing their assigned  
19    job functions. So, in this case, controls can be  
20    preventive or they can be detected.

21            Now, in relation to that event, you know, it  
22    was not prevented, obviously. There was -- there  
23    was something occurred and there was action taken.  
24    But because it was detected by management, and  
25    honestly it was detected fairly quickly and



1 corrected, and I actually had to consult with our  
2 national office on this, it really does not fit the  
3 definition of a control deficiency, which is why  
4 you won't see anything reported as an internal  
5 control deficiency related to that; because it was  
6 detected and corrected by management in a timely  
7 manner.

8 And after that, I'd be happy to answer any  
9 questions you might have. My contact information  
10 is also up there if you ever -- if you ever need.

11 CHAIRMAN PRIMROSE: Jeff, thank you. Open up  
12 to any questions.

13 MR. DEDGE: How long did you -- did it take  
14 you from beginning to end to look at all the  
15 records?

16 MR. ZEICHNER: Quite a bit longer than it  
17 should have. You know, it's -- the challenge for  
18 the past two years has been there's just been just  
19 a large amount of turnover. And in an organization  
20 that has ten employees, a little bit of turnover  
21 really upends things.

22 Connie came to work right around a year ago  
23 today. So she wasn't even here at the end of '24.  
24 So she was really just playing detective. Every  
25 time we asked the question, she'd just "I'm not

1     sure, I wasn't here" and she'd have to go and  
2     research it.

3             And, you know, everybody that works inside  
4     this airport is -- is somehow involved in  
5     accounting and finance. Courtney is asked to  
6     answer a lot of our questions. It's just it's a  
7     very small team, so everybody has to have their  
8     hands in it.

9             But so it did take a quite a long time. I  
10    think we probably started in the beginning of April  
11    and we finally issued -- the date of the report was  
12    August? Yeah. So, again, I have a long history  
13    with this airport, and the accounting standards  
14    have changed quite a bit since 2000, so there is  
15    more to do. But in my heart of hearts, I think  
16    this audit can probably be completed start to  
17    finish in probably about three weeks of fieldwork.

18            And this kind of -- we didn't have that -- if  
19    we got everything closed, shut down, ready to  
20    audit, the team could come in and out, we'd be done  
21    pretty quick and we'd present it. And we do have a  
22    plan to get you back on track. Probably issuing  
23    closer in the February/early March time frame than  
24    later in the year. I was just talking to Connie  
25    about that earlier, about how we get that geared up

1 for '25.

2 But, yeah, it took quite a bit longer than --  
3 than normal. But again, considering the  
4 instability people had mentioned, not a surprise.  
5 And I think the team did a great job. It was all  
6 detective work because they weren't here. When  
7 it -- when all of these things happened, they  
8 weren't here.

9 MR. DEDGE: Thank you.

10 CHAIRMAN PRIMROSE: Any other questions?  
11 All right. Well, thank you, so much.

12 MR. ZEICHNER: Well, it was a pleasure, guys.  
13 I hope to see you soon.

14 CHAIRMAN PRIMROSE: Hope your back gets  
15 better.

16 MR. ZEICHNER: Thanks for letting me sit.

17 CHAIRMAN PRIMROSE: Thank you. Yeah, of  
18 course.

19 MR. DIPOLA: And we would need a motion to  
20 accept this?

21 CHAIRMAN PRIMROSE: Yeah, a motion to adopt  
22 the audit as presented.

23 MR. DIPOLA: So moved.

24 CHAIRMAN PRIMROSE: Do I have a second?

25 MR. DEDGE: Second.

1           CHAIRMAN PRIMROSE: Any discussion on it?  
2       Hearing none, all those in of favor of adopting,  
3       say aye.

4           MS. CASH-CHAPMAN: Aye.

5           MR. DEDGE: Aye.

6           MR. DIPOLA: Aye.

7           CHAIRMAN PRIMROSE: Aye. Any opposed?  
8       Hearing none, the motion carries.

9           AIRPORT AUTHORITY MEETING POLICY

10          CHAIRMAN PRIMROSE: All right. Let's go to  
11       agenda number 2, the Airport Authority meeting  
12       policy. I don't know if Courtney, are you going to  
13       present this or are we going to have general  
14       counsel?

15          MR. PITTMAN: You can go ahead.

16          MR. WALKER: Mr. Chair, through the rest of  
17       the board and commissioners, Mr. Pittman requested  
18       I believe and actually at the board's request as  
19       well at the last meeting that we can take a look at  
20       the airport meeting policy. It had been some time  
21       since it had recently, most recently been updated.  
22       Mr. Pittman pulled together, which I appreciate,  
23       the proposal.

24          Effectively, what we've done is we've taken  
25       the existing meeting policy that was prior boards',

1     you know, in place and approved policy and we  
2     redrafted it consistent with Florida Sunshine Law.  
3     Specifically, we cross-referenced in what is  
4     commonly referred to as the Florida Sunshine Law  
5     Manual. You will see a lot of different changes in  
6     there that reflect specific things that the  
7     sunshine manual generally, you know, expects.

8             I think some of the largest changes -- and it  
9     was a pretty extensive redraft, just to kind of  
10    bring it into more of a -- what I'll call more  
11    formality to the policy.

12            Just some really big points to consider, we  
13    did actually make clear kind of what the public  
14    comment policy would be based on, some of the  
15    additional things or additional comments that were  
16    made. We also tried to, you know, reinforce and  
17    bring forward more clarity around Robert's Rules of  
18    Orders. Made clear that there needs to be public  
19    access and accommodation, Sunshine Law standards  
20    were implemented, records were being kept in  
21    accordance with the meeting policy.

22            There's one policy I brought to the board's  
23    attention, and I believe Mr. Pittman may have  
24    previously noted this as well. Artificial  
25    intelligence and the use of artificial

1 intelligence, there is no guidance in the Sunshine  
2 manual yet specific to the use of artificial  
3 intelligence. So if the board would summarize  
4 something via ChatGPT or would ask it to review an  
5 e-mail, the conservative approach is to deem that  
6 to be a public record.

7 I believe that is where ultimately the  
8 Sunshine Law will come down on this. We did  
9 include this in the meeting policy to make that  
10 clear, that it would be deemed to be a public  
11 record and would need to be preserved.

12 My only other suggestion would be, is that the  
13 board would formally adopt an actual artificial  
14 intelligence for the organization, and based on  
15 what some other clients have done, actually pick an  
16 AI vendor that, you know, people would pay licenses  
17 for, everything would be stored in a self-contained  
18 facility, so that it is not necessarily just  
19 floating about and is easily searchable. I'm happy  
20 to answer any questions on the policy or,  
21 Mr. Pittman, did I miss anything?

22 MR. PITTMAN: No, you got it all.

23 CHAIRMAN PRIMROSE: Any questions?

24 MR. DIPOLA: Well, I'll start with item 1,  
25 about the AI. You said any sort of request

1 through, say, ChatGPT, that request would become a  
2 public record?

3 MR. WALKER: There's no governance -- there's  
4 no -- Florida opinions or Sunshine discussions on  
5 what artificial intelligence is or isn't. So the  
6 question is: Is the prompt, like what you would  
7 put in, is that deemed to be a public record or  
8 not? I would take the conservative approach and  
9 say, yes, anything that you put in writing to put  
10 into a system would become a public record.

11 MR. DIPOLA: So, for instance, let's say that  
12 there was 166 pages of notes from May at a meeting  
13 because our public record is literally a verbatim  
14 transcript and I said, hey, summarize this in two  
15 pages instead of reading 166. That is or could be  
16 a public record?

17 MR. WALKER: My guidance would be that it  
18 should be treated as a public record unless and  
19 until the State Attorney or -- the Attorney General  
20 decides otherwise.

21 MR. DIPOLA: Because that is not hypothetical,  
22 that is legitimate.

23 MR. WALKER: I understand.

24 MR. DIPOLA: So how can I -- so what would  
25 distribute that public record for proper attention?

1           MR. WALKER: Great question. So what I would  
2 recommend is you have an e-mail that is the  
3 St. Augustine Authority e-mail address. I would  
4 e-mail it to yourself to keep the record in the  
5 actual e-mail so if there ever needs to be a  
6 request for records, that the e-mail address, it  
7 can be searched, if that would make sense.

8           The other thing is I believe Mr. Pittman was  
9 looking at like a board portal and stuff like that.  
10 Eventually that's where this information could go,  
11 but for the time being, my recommendation would be  
12 just to e-mail it to yourself to keep it in the  
13 actual Authority's system and records.

14          MR. DIPOLA: So that would apply also to any  
15 staff that was working on anything.

16          MR. WALKER: Yes, sir. So, again, I don't  
17 think -- Mr. Pittman, I don't believe there is a  
18 formal policy in place.

19          MR. PITTMAN: No, there is not. They're --  
20 they're planning on this session discussing it --

21          MR. WALKER: Yeah.

22          MR. PITTMAN: -- in the state -- at the state  
23 level.

24          MR. WALKER: But it would be my recommendation  
25 that the board discuss a formal policy.



1           CHAIRMAN PRIMROSE: Yeah. For what it's  
2       worth, my day job, we've got a anti-AI use policy  
3       because when you're dealing -- now, the airport may  
4       not have anything that's of particular concern, but  
5       once you upload to any AI, it's no longer private.

6           And so, if you're doing trade secrets, if  
7       you're doing sensitive information, you actually  
8       don't even own that anymore. So we have a blanket  
9       do not use AI and it's -- you know, you're subject  
10      to discipline if you do use it.

11          So that's just something, food for thought as  
12      we consider moving forward. So maybe that's  
13      something we can discuss at the board workshop,  
14      make blanket policy on even using AI. I agree with  
15      you, Chris, there's -- you know, like Microsoft has  
16      it's own autopilot suite. So if you're going to  
17      use the Microsoft --

18          MR. DIPOLA: Copilot.

19          CHAIRMAN PRIMROSE: -- yeah, copilot. So if  
20      you're using that, you know, maybe that is an  
21      acceptable use of AI for the Authority, but we  
22      should discuss that at next workshop on how we want  
23      to go forward with using -- using AI in more  
24      detail. A stand -- a stand-alone policy.

25          MR. DIPOLA: Courtney, when our company

1 developed our own internal chatbot so that we  
2 could --

3 CHAIRMAN PRIMROSE: Yeah.

4 MR. DIPOLA: -- our own version of ChatGPT  
5 likewise, so our trade secrets weren't externally  
6 circulated.

7 CHAIRMAN PRIMROSE: Yeah.

8 MR. DIPOLA: I have another one on the -- it  
9 sounded like we were moving to three minutes of  
10 public comment at the beginning of the meeting, but  
11 here, it looks like it's very explicit under  
12 Item 12, public comment, part D, that there would  
13 still be items of specific public comment, which  
14 all reinforce I actually agree with that  
15 opportunity being available. Am I misunderstanding  
16 that?

17 MR. WALKER: No. So -- and this may be a  
18 carryover, which I apologize. The direction that  
19 we drafted was a -- was a beginning -- public  
20 comment at the beginning. That said, and I did  
21 actually pull from the question earlier today, or  
22 earlier this morning, today, I apologize, the --  
23 the chair -- under Florida Sunshine Law, there is  
24 no requirement that individual items be given  
25 specific opportunity to be heard on.

1           However, there are Attorney General Opinions  
2     in the Florida Sunshine Manual that suggests that  
3     in the Chair's discretion, that can be done. It is  
4     relatively it appears routine that if there are  
5     matters of specific financial importance or  
6     consequential matters, is what the Attorney General  
7     uses as a phrase, that those would be opened for  
8     individual comment. However, there is no actual  
9     requirement that every individual item be opened up  
10    for public comment.

11           So, you know, we can certainly leave this in  
12    as at the discretion of the Chair. We can  
13    eliminate it entirely. We can go back to  
14    item-specific public comment. That is up to the  
15    board's consideration.

16           CHAIRMAN PRIMROSE: Okay. Did you have any  
17    other?

18           MR. DIPOLA: I do have more. And furthermore,  
19    I'll maybe mention that I -- I do not support  
20    making this change today because I think this isn't  
21    much time to review all of the redlines. It looks  
22    incomplete and it feels incomplete. Furthermore,  
23    it seems like there's still things that aren't  
24    accurate as it stands right now.

25           But one more item would be the transcript part

1 of the public record. I think we're going to  
2 discuss this on the next agenda item, and this is  
3 under Item 2 part -- with the cross-throughs, I  
4 think it's part B. And maybe this is just on the  
5 workshop, but I would say I don't think we need the  
6 transcripts necessarily as part of the public  
7 record. And I know we'll get to that, but I'll  
8 just say I have a few questions on this, and I  
9 think we should talk about it at the workshop  
10 before we pass the changes.

11 CHAIRMAN PRIMROSE: Yeah, I think you're -- I  
12 think you're looking at the executive session --

13 MR. DIPOLA: Okay.

14 CHAIRMAN PRIMROSE: -- where that's required  
15 to have a court reporter. And that's because it's  
16 closed. So you -- you do need that recording  
17 there, so.

18 Any other questions on the redline changes at  
19 all? I -- I for one like the -- like the change of  
20 putting all the public comment to the beginning and  
21 allowing the Chair at their discretion if there's a  
22 -- an issue of particular importance to open it up  
23 to maybe a longer discussion. It's pretty typical  
24 in meetings where, you know, the Chair can -- they  
25 can even increase the amount of time for public

1 discussion if the agenda is particularly  
2 controversial or -- or a big impact. So I'm in  
3 support of that, but I'm just one vote. So any  
4 other thoughts? If not, would -- would entertain a  
5 motion to adopt the --

6 MS. MARTIN: Any public comment?

7 MS. BREWER: Yeah.

8 CHAIRMAN PRIMROSE: Yeah, you're right. I  
9 said that I would give it moving forward. So --

10 MS. MARTIN: Well --

11 CHAIRMAN PRIMROSE: You can -- you don't have  
12 to stand --

13 MS. MARTIN: -- I organized myself --

14 CHAIRMAN PRIMROSE: You don't have to stand  
15 up --

16 MS. MARTIN: -- for --

17 CHAIRMAN PRIMROSE: -- unless you want to.

18 MS. MARTIN: I organize myself for each item  
19 comments. So this one is regarding meetings and  
20 protocol. Obviously court reporting is very  
21 reliable, of course it's very expensive, but it's  
22 not available until just before the next meeting.  
23 However, having access to the oral/video backup  
24 that we've had recently captures things that --  
25 that a professional cannot.

1           For example, in the September 8th video, it  
2           captured Matt Liotta asking general counsel for a  
3           cease and desist order on a hot mic before the  
4           meeting began. And Jennifer Liotta's tone of voice  
5           and demeanor telling Courtney to sit down several  
6           times would not have been caught.

7           There is only mention of election of officers  
8           at the end of the year -- I don't know if this  
9           falls into this item or not. It says election of  
10          officers will be at the end of the year, but  
11          there's no provision for vacancies which happen or  
12          have happened.

13          And then public records requests, it said were  
14          only possible during a meeting. So if next week I  
15          think of something I want to request, I can't  
16          request it; I have to wait till the next meeting?

17          CHAIRMAN PRIMROSE: Okay. Thank you.

18          MS. MARTIN: Anyway, I would like to see each  
19          item have comments.

20          MS. BREWER: Hi, Jan Brewer. I worked for the  
21          State of Florida for 10 years and for the Board of  
22          County Commissioners for 25 years. I brought many  
23          items in front of the board. After each item that  
24          was brought to the board, it was allowed for public  
25          comment. You -- when the items comes before you,

1 the board, you have the opportunity to discuss and  
2 bring up additional comments and information that  
3 may reflect something that the people in the  
4 audience need to speak to. You have an audience  
5 here filled with individuals that are experienced  
6 pilots, experienced in businesses outside of the  
7 pilot community that can bring their expertise to  
8 potentially item that's up for discussion. So I am  
9 very supportive of having public comment after each  
10 item. Certainly some of your items are going to be  
11 small items and you'll probably not get any public  
12 comments. Don't think the public comment period is  
13 going to bog down the meeting. We would have  
14 general public comment where individuals could  
15 bring up anything they wanted to the board for  
16 three minutes outside of the agenda, and then we  
17 would have specific agenda item public comments to  
18 allow individuals to speak to the specific item.  
19 So I -- I am very supportive of actually having  
20 comments after each I -- agenda item. And I'm also  
21 supportive, if things are -- appear not to be  
22 tight, to go ahead and wait and have a workshop.

23 CHAIRMAN PRIMROSE: Any other public comments?

24 MR. BREWER: Yeah, Trey Brewer, Ponte Vedra  
25 Beach, Florida. Also longtime tenant here for 10

1 years and flying out of here for 15. And I just  
2 want to concur with what Ms. Brewer said and with  
3 what Ms. Martin said. I feel like having a comment  
4 after agenda item is very, very important to our --  
5 our community.

6 CHAIRMAN PRIMROSE: Please.

7 MS. FISCHBACH: Would the AI-generated summary  
8 be instead of the minutes or would it be in  
9 addition to?

10 CHAIRMAN PRIMROSE: Two -- two totally  
11 separate things. The AI was if staff or board  
12 members using AI, the answer -- the -- the  
13 prompting the answer from AI become a public  
14 record.

15 MS. FISCHBACH: Okay.

16 CHAIRMAN PRIMROSE: Nothing to do with meeting  
17 minutes or -- or analyzing the meetings.

18 MS. FISCHBACH: Okay.

19 CHAIRMAN PRIMROSE: Totally --

20 MR. DIPOLA: Yeah.

21 CHAIRMAN PRIMROSE: Any other public comment?

22 MR. DIPOLA: I -- I'd like to make a motion  
23 that we defer adoption for -- for further review.

24 CHAIRMAN PRIMROSE: I think we already had  
25 a --



1 MR. DIPOLA: Did we have a motion?

2 CHAIRMAN PRIMROSE: -- motion and a second.  
3 Yeah.

4 MR. WALKER: There's -- there's no motion on  
5 the table as it sits.

6 CHAIRMAN PRIMROSE: Oh, that's right. I just  
7 asked for direction.

8 MR. WALKER: Correct.

9 CHAIRMAN PRIMROSE: Okay. So we've got a  
10 motion to table. Is there a second?

11 MS. CASH-CHAPMAN: I'll second that.

12 CHAIRMAN PRIMROSE: Okay. Any discussion on  
13 it?

14 MS. CASH-CHAPMAN: I just think that we have a  
15 little bit more to work through before we do it. I  
16 enjoy having public comment after each one because  
17 I like to change my mind if someone presents  
18 something new. And there are a lot of people in  
19 this space that have a lot to offer, and I want to  
20 make sure that -- that they're heard and that we  
21 process what they're saying and we are making the  
22 best decisions. So I don't want to lose that by  
23 having at the start, but I am still open of course  
24 to the Chairman's discretion.

25 So I -- I'm not quite sold either direction.

1       So if we have the time, if it's not a pressing  
2       matter, I think if we have the time to kind of dig  
3       through a little bit deeper and work through it at  
4       the workshop, it might be for the best.

5               CHAIRMAN PRIMROSE: Okay. All right. Hearing  
6       no other discussion, we'll bring it to a vote. All  
7       those in favor, say aye.

8               MS. CASH-CHAPMAN: Aye.

9               MR. DEDGE: Aye.

10              MR. DIPOLA: Aye.

11              CHAIRMAN PRIMROSE: Opposed? Nay. So the  
12       motion does carry 3 to 1.

13       BOARD POLICY & PROCEDURES - MINUTES, SPEAKING, ETC.

14              CHAIRMAN PRIMROSE: All right. Let's move to  
15       the board policy, Item Number 3. Do we want to --  
16       general counsel, do you want to present this one as  
17       well?

18              MR. WALKER: Give me one second, Mr. Chairman,  
19       apology, while I scroll down.

20              MR. DIPOLA: While you do that, I'm going  
21       to --

22              MR. WALKER: What? I'm sorry? Go ahead.

23                       (Mr. Dipola exits the room.)

24              MR. WALKER: Oh, thank you. So this is --  
25       well, we can -- would you like to wait until your

1 fellow board member comes back?

2 CHAIRMAN PRIMROSE: No, we can keep going.

3 MR. WALKER: Okay. So this one, I believe  
4 Mr. Pittman pulled this one together, if I'm  
5 correct, Mr. Pittman? Where did Mr. Pittman go?

6 CHAIRMAN PRIMROSE: He's -- he's there.

7 MR. WALKER: Here we go. I don't -- Jeff, we  
8 didn't bring those, did we?

9 MR. KEMPF: I didn't.

10 MR. WALKER: No, I don't think we're --

11 CHAIRMAN PRIMROSE: Did you, Jeff? Yeah,  
12 please go ahead.

13 MR. PITTMAN: I've got -- Mr. Chair, so this  
14 one was talking about how the minutes would be done  
15 ver- -- if it would be a summary like other boards  
16 or would it be taken via a stenographer like we've  
17 been it. Also about the speaking, how the speaking  
18 would be done.

19 This was honing it down. So you had the  
20 overall policy that was the last of these two  
21 agenda items. Pretty much go hand in hand. This  
22 one gets more specific when it talks about, like I  
23 said, how the meetings would be captured. And then  
24 also -- and also public comments and things of that  
25 nature. So this was how the actual meeting was set

1 to be done.

2 CHAIRMAN PRIMROSE: Okay. Yeah, so this one,  
3 just for the public it's up there, but this is --

4 (Mr. Dipola reenters the room.)

5 CHAIRMAN PRIMROSE: -- a request to change to  
6 a different model of collecting minutes. No change  
7 on where public comment is, just that it must --  
8 you must be recognized by the Chair to speak, must  
9 be orderly, fill out a comment card, and then the  
10 Chair's responsible for maintaining order and  
11 decorum.

12 So any comments from the board on this one?  
13 There were three options that were made available.  
14 Staff's recommendation is to essentially wait for  
15 our guidance.

16 I'll tell you, I -- and this is no offense to  
17 our great court reporter over there, but I don't  
18 think that it is the best use of -- of our finances  
19 to have a court reporter taking down every single  
20 thing verbatim.

21 I do think that you can go to a -- a hybrid  
22 model where we use verbatim records if it's a  
23 meeting of great importance; you know, budget  
24 meetings, things like that, obviously executive  
25 session. But for run of the mill board meetings,

1     that we would just use a summary-based in-house  
2     service, which is completely allowable under  
3     Florida law. So that's my preference, but.

4             MR. DEDGE: I agree.

5             MS. CASH-CHAPMAN: I sincerely hope that  
6     moving forward, our board meetings are boring  
7     enough that we don't need verbatim. So that would  
8     be what I would support as well.

9             MR. DIPOLA: So I'll say I like that we have  
10    video and I hope we continue the video so that if  
11    there is any clarification or somebody wanted to  
12    say, hey, we approved this in the minutes, you  
13    could always go back to the video.

14            However, I would like to maybe clarify not  
15    just summary-based minutes, but action-based  
16    minutes where it's literally -- I think as we -- as  
17    we took our Sunshine public record law training,  
18    literally just anything, any motions, seconds, any  
19    action taken not necessarily a summary of  
20    everything that was discussed, because that's where  
21    I think discussion and approval of the minutes  
22    could be contentious in the future if it wasn't the  
23    same board.

24            CHAIRMAN PRIMROSE: Yeah, I believe you have  
25    to capture who made the motion and the second

1 and --

2 MR. DIPOLA: Yes.

3 CHAIRMAN PRIMROSE: -- anyways.

4 MR. WALKER: So, through the Chair, it would  
5 be more routine that the meeting minutes would be  
6 summary. However, for the board member, you are  
7 correct. Normally there would actually be a formal  
8 resolution prepared documenting that decision, and  
9 the resolution would be signed by the Chair and the  
10 Secretary certifying that that action was taken and  
11 that would be placed in the official minutes of the  
12 organization.

13 CHAIRMAN PRIMROSE: Is that for every single  
14 action item or just the ones that require a  
15 resolution?

16 MR. WALKER: It depends. You know, if you're  
17 taking action like certifying a contract or  
18 certifying the budget or larger action items, the  
19 best practice would be that, you know, you would  
20 normally do the full resolution. Some boards  
21 choose to any action item has a basic resolution  
22 which they just attach to it. Some choose to leave  
23 it to the minutes.

24 Most of the boards that I've been privy to and  
25 advised typically do that blended larger action

1 items. Mr. Pittman's guidance or the executive  
2 director's guidance would say we probably need to  
3 formally document this via resolution.

4 Policy procedure changes, you know, things  
5 like that, could probably be more, you know, just  
6 adopted and inserted in as the -- as the policy of  
7 the organization.

8 CHAIRMAN PRIMROSE: Okay.

9 MR. DIPOLA: And just in other words, I just  
10 want the most simplified action minutes we can.  
11 And I --

12 CHAIRMAN PRIMROSE: Yeah.

13 MR. DIPOLA: The reason for that is we have  
14 the video if anybody really cares for the detail.  
15 But, I mean, honestly I didn't think it was very  
16 transparent to have 166 pages of notes to go  
17 through for each meeting to figure out the  
18 background.

19 CHAIRMAN PRIMROSE: Yeah. Agreed. So maybe  
20 we'll entertain a motion for Option 3, hybrid  
21 model, where we do action-based minutes, but a  
22 court reporter for key meetings only.

23 MR. DEDGE: Could we do something like a  
24 header for each agenda item and then the summary of  
25 the discussion below?

1 CHAIRMAN PRIMROSE: Yeah.

2 MR. DEDGE: Can we do that?

3 CHAIRMAN PRIMROSE: I think so.

4 MR. DEDGE: Is that possible?

5 CHAIRMAN PRIMROSE: And I think we can also  
6 give guidance, so as we see the first minutes, if  
7 there's something else that we think that they  
8 should be organized differently, then we could  
9 provide that guidance.

10 MR. DEDGE: Well, that -- that way, it doesn't  
11 look so convoluted and you're searching for  
12 whatever your -- your topic that you want to  
13 talk -- or you want to read about at the time, we  
14 do it that way, and I think -- I think that would  
15 be --

16 CHAIRMAN PRIMROSE: Yeah.

17 MR. DEDGE: I don't -- I don't see why we  
18 can't.

19 CHAIRMAN PRIMROSE: Yeah. I don't think so,  
20 either. I think if we were to pass the policy to  
21 go to the hybrid model that we're talking about  
22 with the board's -- the board would retain the  
23 authority to amend the -- the formatting of it to  
24 meet our needs.

25 MR. DEDGE: Yeah.



1 MR. DIPOLA: No -- now, sorry. What's the --  
2 for -- it sounds like you're kind of supporting  
3 Option 3, Nick.

4 CHAIRMAN PRIMROSE: Yes.

5 MR. DIPOLA: And from that, what is the  
6 difference between -- Option 2 is transition to  
7 in-house summary-based versus I guess we could  
8 bring in a court reporter for key meetings?

9 CHAIRMAN PRIMROSE: Correct. Correct. I  
10 would think that we would still want to use the  
11 court reporter for budget hearings. If there's --  
12 for example, we've got an appeal that we have to  
13 hear. If there's something that, you know, we want  
14 to have in the record later on verbatim, that we  
15 would be able to call on that.

16 MR. DIPOLA: Okay.

17 CHAIRMAN PRIMROSE: But for every normal board  
18 meeting, for a board workshop, we would keep it as  
19 just an in-house summary or action-based minutes.  
20 That would be Option 3.

21 MR. DIPOLA: Okay. Well, if there's -- we  
22 could probably still discuss, but I would move that  
23 we go with Option 3, the hybrid model, then.

24 CHAIRMAN PRIMROSE: Okay. Do we have a  
25 second?

1 MS. CASH-CHAPMAN: I second.

2 CHAIRMAN PRIMROSE: Any further discussion on  
3 that? Public comment on that? Seeing none, we'll  
4 bring this to a vote. All those in favor, say aye.

5 MS. CASH-CHAPMAN: Aye.

6 MR. DEDGE: Aye.

7 MR. DIPOLA: Aye.

8 CHAIRMAN PRIMROSE: Aye. Any opposed?

9 Hearing none, the motion carries.

10 EMPLOYMENT CONTRACT - INTERIM EXECUTIVE DIRECTOR

11 CHAIRMAN PRIMROSE: All right. Let's go to  
12 action item number 4, which is the interim  
13 executive director employment contract. I will  
14 take this one since I appointed myself to be the  
15 board's liaison on this.

16 All members of the board, you should have  
17 received from general counsel the draft of the  
18 employment contract for Courtney as the interim  
19 executive director. That was done at the direction  
20 of general counsel, but also with the chance for  
21 Courtney to review all the appropriate provisions.

22 Last week, we were on a call. Courtney  
23 provided some feedback that he would like to have  
24 made -- changes made to that employment agreement,  
25 which were adopted and accepted by -- by us.

1 I think everybody really wants to know the  
2 salary. That's a big -- that's a big one. And so  
3 I'll say, at Courtney's request, he has agreed to  
4 take a lower salary, 225. He did ask for a -- a  
5 small budget for professional development courses,  
6 certifications that would be useful for his term as  
7 the interim executive director, which we agreed to.  
8 5,000 -- up to \$5,000 in essentially performance  
9 reimbursement.

10 We do still have the same term that we agreed  
11 to at the last board meeting, which was six months  
12 or the hiring of a full-time executive director,  
13 which could be Courtney, whichever occurs sooner.  
14 And then we also did allow for an extension in the  
15 event that, you know, both parties do want to  
16 extend further, we could still do that.

17 There were a mutual terminations of the  
18 employment contract for whatever reason, and they  
19 were -- they were mutual in the sense that we both  
20 are governed by the same timeline.

21 But you all had a chance to review it. I  
22 don't know if anybody has any discussion and then  
23 we'll certainly open it up to public comment.

24 MR. DIPOLA: I have two quick questions.

25 CHAIRMAN PRIMROSE: Yes.

1 MR. DIPOLA: How long are the extensions?

2 CHAIRMAN PRIMROSE: We did six-month  
3 extensions at -- but they could be terminated  
4 earlier. So, for example, if we got to the end of  
5 six months and, you know, we wanted to extend  
6 another three months, or Courtney brought up the  
7 hypothetical where we're into an extension but he's  
8 got another job opportunity and we select someone  
9 else, that maybe he could stay, you know, three,  
10 four, five weeks into the extension.

11 MR. DIPOLA: Excellent. Okay. And then the  
12 salary, 225, correct?

13 CHAIRMAN PRIMROSE: Yes.

14 MR. DIPOLA: I did have one more, but can I  
15 also make a comment?

16 CHAIRMAN PRIMROSE: Yeah, please.

17 MR. DIPOLA: I mean, I think it's exemplary  
18 that Courtney's looking out for the airport in the  
19 way that he is. Voluntarily taking when he was --  
20 he's right here when we're discussing this \$300,000  
21 salary and voluntarily taking 225. I wouldn't do  
22 that, probably.

23 I mean, I'd like to say I'm of high ethical  
24 character, but to do that just for the benefit of  
25 the airport and for the team and I think it shows a

1 lot, and I'm grateful that Courtney's kept on.

2 I've heard a lot of support for Courtney. I  
3 mean, maybe not from everybody, but from most, and  
4 it seems like there's a lot of appreciation for the  
5 fact that he's taken on kind of the stewardship of  
6 the airport through a pretty tumultuous --  
7 tumultuous time. So a lot of gratitude. Thank  
8 you.

9 CHAIRMAN PRIMROSE: Any other comments on it?

10 MR. DEDGE: I'd just caveat on Mario. I  
11 agree. I mean, the stabilization factor,  
12 especially what this airport has been through in  
13 the last year and year and a half, I think we'd be  
14 foolish not to retain him as the interim for now  
15 until we complete our search and -- and finish that  
16 business because we would be right back where we  
17 were before.

18 And it's admirable that he was willing to cut  
19 his salary. I give him kudos for that. That -- I  
20 think we need to move forward with what we're doing  
21 and in the meantime, to retain Courtney until we  
22 finish our business.

23 CHAIRMAN PRIMROSE: Okay. Any other comments?

24 MS. CASH-CHAPMAN: No. I -- I agree. I think  
25 it's interesting nobody asked the other board

1 member that has been here from the start how he got  
2 to that salary that he did, and I will spare you  
3 all of that right now because I think there was  
4 some misconstrued stories that got out there about  
5 how that happened. So I am glad that Mr. Pittman  
6 has agreed to continue on with us while we seek to  
7 find that stability that we all seem to be looking  
8 for.

9 CHAIRMAN PRIMROSE: Okay.

10 MR. DIPOLA: Can I also maybe make one  
11 suggestion or maybe a point of -- comment? Maybe  
12 it's not something we add or consider, but is there  
13 any language or could we consider any language just  
14 making sure that we indemnify if -- I still -- I've  
15 read documents and assertions back and forth on  
16 past contractual.

17 I want to make it clear that, you know, we  
18 don't have any liability going back for some  
19 agreement or implied or assumed agreement in the  
20 past. Is that something that could be included  
21 within this?

22 CHAIRMAN PRIMROSE: Well, so this -- this  
23 actual contract, we did discuss this, will be  
24 effective as of tomorrow morning. So this is from  
25 tomorrow morning moving forward. So we're not --

1 we're not discussing anything in the past in this  
2 particular contract.

3 MR. DIPOLA: Fair enough. Well then, I make a  
4 motion that we -- oh, we need public comment, I  
5 guess.

6 CHAIRMAN PRIMROSE: Oh. Yeah, public comment.

7 MR. PITTMAN: Check.

8 CHAIRMAN PRIMROSE: Yeah, please.

9 MR. PITTMAN: If I may.

10 I have given the contract to my attorney, and  
11 even though I still would like to keep my salary at  
12 225, I would like to table this till the next  
13 meeting, if possible, to give my attorney some time  
14 to review.

15 Like I said, I'm still wanting to keep the  
16 salary at 225, you know what I'm saying, if that  
17 pleases the board, if the board agrees with that.  
18 But I just need a little longer because, like I  
19 said, this is a significant move for me and my  
20 family, and I would just like just a little more  
21 time. Because, like I said, we got it last week  
22 and didn't have a lot of time to look at all line  
23 items. But again, keeping the salary -- dropping  
24 the salary down to 225 is my only ask.

25 MS. CASH-CHAPMAN: Can I ask a question?

1 CHAIRMAN PRIMROSE: Yeah, please.

2 MS. CASH-CHAPMAN: Would we still be able to  
3 approve this on our end and just give him extra  
4 time to do that without having to wait till our  
5 next meeting for -- do you know what I'm saying?

6 MR. DIPOLA: It just wouldn't allow --

7 MS. CASH-CHAPMAN: Like if we approve it as is  
8 and then if he chooses to sign it, would that be  
9 acceptable? If he chooses not to, then we revisit  
10 it just so that we can kind of keep --

11 MR. WALKER: Through the Chair, in an ideal  
12 world, we would have a final form contract that  
13 would be approved at a board meeting. We've  
14 already -- the board's already authorized through  
15 the Chair to enter into negotiations.

16 MS. CASH-CHAPMAN: Uh-huh.

17 MR. WALKER: So it would probably be best, if  
18 Mr. Pittman would like the extension of time, it  
19 would be counsel's recommendation to have a final  
20 agreement in a format and form and substance that  
21 Mr. Pittman is in agreement with that can be  
22 brought to the full board for final review and  
23 approval. I wouldn't want to say, we approve this  
24 agreement, but if he wants changes, we'll bring it  
25 back.



1 MS. CASH-CHAPMAN: Okay.

2 MR. WALKER: I think that would muddy the  
3 record a little bit.

4 MS. CASH-CHAPMAN: Okay.

5 MR. WALKER: That would be my counsel.

6 CHAIRMAN PRIMROSE: So I'm going to ask this  
7 question, then. If we don't do this and that means  
8 Courtney's being paid \$300,000 for another month.  
9 His salary would be the -- that rate for the next  
10 month, right?

11 MR. DIPOLA: You can't spare us the details,  
12 anymore, but --

13 MR. PITTMAN: So if I may, can we make a  
14 motion -- you-all, I'm sorry. Can you-all make a  
15 motion to reduce my salary to 225? I want the  
16 salary at 225. It's a significant -- it's a  
17 significant impact to the airport and the things  
18 that we're trying to do going forward. So that  
19 part --

20 CHAIRMAN PRIMROSE: Yeah.

21 MR. PITTMAN: -- is no issue for me. If -- if  
22 it pleases the board, I would like to -- if it's  
23 okay, make a motion to reduce my salary.

24 MS. CASH-CHAPMAN: To have that effective  
25 now --

1 MR. PITTMAN: Yes.

2 MS. CASH-CHAPMAN: -- and then bring --

3 CHAIRMAN PRIMROSE: Okay. So yeah, why don't  
4 we -- let's -- I'll entertain -- we'll entertain a  
5 motion to make his salary effective today 225  
6 annually.

7 MR. WALKER: So, through the Chair to the  
8 board, yes, you would move to approve Mr. Pittman's  
9 salary at 225. I would just ask for clarity that  
10 notwithstanding the offer of a contract, that his  
11 employment remains at will until the execution of  
12 the underlying agreement.

13 MR. DIPOLA: So -- so I -- so I move that we  
14 reduce Courtney's salary from 300 down to 225,000  
15 as an at-will employee, and also inclusive of the  
16 reimbursements up to the 5,000 to him. However,  
17 that is over the -- prorated over the next time  
18 until such agreement is reached.

19 CHAIRMAN PRIMROSE: Okay. I think -- okay.  
20 Hold on. Well, there's a motion, but before we get  
21 a second on that, I think you're conflating that  
22 5,000 is if he enters into the contract.

23 I think all we're discussing now, he's an  
24 at-will employee dropping his salary down. I don't  
25 think we should be saying, drop the salary down to

1 225 and give him an extra 5K to spend over the next  
2 30 days if he's not going to enter into an  
3 employment contract. So --

4 MR. DIPOLA: So you're asking for an amendment  
5 to the motion?

6 CHAIRMAN PRIMROSE: That would just be --  
7 yeah, I mean --

8 MR. DIPOLA: So before I amend, can I --  
9 Courtney, are you amenable to removing that  
10 portion?

11 MR. PITTMAN: Through the Chair, absolutely.

12 MR. DIPOLA: Okay. Then -- then removing --  
13 striking the reimbursement portion.

14 CHAIRMAN PRIMROSE: Okay.

15 MR. DIPOLA: Strictly the 225,000 as an  
16 at-will employee.

17 CHAIRMAN PRIMROSE: Okay. Do we have a  
18 second?

19 MR. DEDGE: We're only looking at month here,  
20 right? It's not that big of a deal.

21 CHAIRMAN PRIMROSE: So do we have a second?

22 MS. CASH-CHAPMAN: I'll second.

23 CHAIRMAN PRIMROSE: All right. We've got a  
24 motion properly seconded. We'll open it up to  
25 public comment.

1 MS. MARTIN: My comment was not on that -- it  
2 was -- it's not on what you're just discussing now.  
3 I actually had combined that -- the description of  
4 the -- of what the -- the requirements were for an  
5 executive director separately from the search  
6 itself, and --

7 CHAIRMAN PRIMROSE: Okay. Yeah, we're --

8 MS. MARTIN: -- so you're not there.

9 CHAIRMAN PRIMROSE: We're not there yet.

10 MS. MARTIN: No.

11 CHAIRMAN PRIMROSE: Any comment on the salary  
12 change only? This isn't even on the contract.  
13 This is on a 30-day reduction of the salary. Any  
14 public comment on that? Okay. Seeing none, we  
15 have a motion properly seconded. Any other further  
16 discussion or debate on it? Hearing none, all  
17 those in favor, say aye.

18 MS. CASH-CHAPMAN: Aye.

19 MR. DEDGE: Aye.

20 MR. DIPOLA: Aye.

21 CHAIRMAN PRIMROSE: Aye. Any opposed?  
22 Nearing hearing, the motion carries.

23 EXECUTIVE DIRECTOR SEARCH

24 CHAIRMAN PRIMROSE: Okay. Back on to then the  
25 employment contract as is. That will I guess be

1 postponed now to enter into that until the -- the  
2 December meeting.

3 MS. BREWER: May we speak on that now?

4 CHAIRMAN PRIMROSE: No, because it's being  
5 postponed. So there's -- there's no action item on  
6 the -- the interim contract.

7 MS. BREWER: Then I would like to have spoke  
8 on the other because we had public comment opened  
9 up for that last -- for the contract.

10 CHAIRMAN PRIMROSE: It was -- it was opened up  
11 to reduce his salary for 30 days. But we're not  
12 voting on the interim executive director employment  
13 contract, so there's no public comment to be had on  
14 that because that needs to be postponed. So that  
15 Mr. Pittman and his lawyer can review the contract,  
16 we'll have to bring it back up at the December  
17 meeting. That's when there will be public comment  
18 on the actual contract at that point.

19 MR. DIPOLA: If -- if I may?

20 CHAIRMAN PRIMROSE: Let's just -- let's move  
21 on because there's -- there is no action item on  
22 the employment contract.

23 MR. DIPOLA: Well --

24 CHAIRMAN PRIMROSE: It's postponed. Courtney  
25 needs to talk to his lawyer. So let's then go into

1 the executive director search, which is --

2 MR. DIPOLA: Well, to be fair, it is on the  
3 agenda, though. We didn't table it or move to  
4 table it. And even if it is --

5 CHAIRMAN PRIMROSE: It's --

6 MR. DIPOLA: -- inherently unvote -- I mean --

7 CHAIRMAN PRIMROSE: We can -- counsel has  
8 advised that we wait until Mr. Pittman's lawyers  
9 can confirm that he can sign the contract before we  
10 vote on it, so what I would ask is if you have any  
11 further questions on the contract itself, proposed  
12 changes, that you bring them to general counsel if  
13 you need any additional changes in it. We will  
14 then bring this up at the December -- there's no  
15 real need to discuss it because Mr. Pittman's got a  
16 final draft version that he needs to review with  
17 his attorney before we can do anything.

18 So I'm going to postpone this agenda item  
19 until the December meeting and we'll move into  
20 Agenda Item Number 5, which is the executive  
21 director search. Jerry, I believe were you  
22 handling this one?

23 MR. DEDGE: I am absolutely.

24 MR. PITTMAN: Excuse me, Chair. I apologize.  
25 Excuse me, Chair. I don't think y'all made the

1 motion and voted on the salary.

2 CHAIRMAN PRIMROSE: We did.

3 MR. PITTMAN: I'm sorry. I apologize.

4 CHAIRMAN PRIMROSE: We did, yeah. All right.  
5 So on agenda item Number 5.

6 EXECUTIVE DIRECTOR SEARCH

7 MR. DEDGE: I think all the board members have  
8 had the read-ahead on the executive director  
9 search. I'm just going to GIVE you a quick update.

10 Since there was no state contract with any  
11 search engine that's out there, we -- we have to do  
12 an RFP or a search organization that can -- that  
13 can help with the search.

14 So, as everyone knows, the position has been  
15 filled on an interim basis, which we've been  
16 discussing and which has provided us stability  
17 while we develop a plan for the permanent  
18 appointment.

19 Over the past several weeks, Linda Santiago  
20 and I have worked closely. I think I've been up  
21 about, what, ten times now? And with our legal  
22 counsel, Mr. Kempf and I, we had a meeting on  
23 Friday, we -- and preparing a request for the  
24 proposal or the RFP to engage an executive search  
25 firm with aviation and public sector experience.

1           We've also finalized an updated job  
2           description that better reflects the leadership  
3           qualities and operational expertise the board is  
4           seeking in our next executive director, someone who  
5           can continue driving the growth and community  
6           engagement and compliance.

7           The board has received both the draft RFP and  
8           the revised job description for review and  
9           discussion today. The goal is to approve these  
10          materials so we can move forward with the formal  
11          recruitment process. Once approved, I'll  
12          coordinate with staff and counsel to release the  
13          RFQ somewhere around November 11th.

14          So, here are the -- here are the dates that we  
15          came up with. For the RFP being issued is 11/12 of  
16          '25. The deadline for questions will be the 26th  
17          of November '25. Response to questions will be  
18          December the 3rd of '25. And then the proposal due  
19          date will be on January the 14th of '26. A short  
20          list notification will be sent out for the 9th of  
21          February, '26. And then the oral presentations or  
22          interviews, if we hold those, will be 9th of March.

23          And then notice of intent to award to the --  
24          to the firm that we're going to use will be 9th of  
25          March as well. And then the board approval or



1 contract execution will be on the 9th, which is  
2 actually the board meeting for March. And then the  
3 anticipated start date will be the 10th.

4 We worked -- Linda -- Linda and I worked with  
5 Mr. Kempf on this and those are the dates we came  
6 up. We know that having the holidays that are  
7 here, that doesn't stop the process, so we've kind  
8 of narrowed it down in between.

9 I think it's very important to get started as  
10 soon as we -- as possible because we're still going  
11 to have to go through the -- the search for the  
12 interim director. This is just for the search firm  
13 now. So I think it's very important that we stick  
14 to these dates, get this thing going, and get us on  
15 the right track. Any questions? Mario, no  
16 questions?

17 MR. DIPOLA: No. Great job.

18 MR. DEDGE: Okay. I think these steps are --  
19 keeps us -- the process transparent, competitive,  
20 and consistent with our succession plans and it  
21 positions the Authority to identify the right  
22 long-term leader to guide continued progress here  
23 at the airport. And that's all I got for you,  
24 Mr. Chairman.

25 CHAIRMAN PRIMROSE: Thank you. Do we have a

1 motion to approve the draft RFQ and job description  
2 to initiate the process of selecting a search firm?

3 MR. DIPOLA: So moved.

4 CHAIRMAN PRIMROSE: Do I have a second?

5 MS. CASH-CHAPMAN: Second.

6 CHAIRMAN PRIMROSE: Okay. We've got a motion  
7 properly seconded. We'll open it up for public  
8 comment.

9 MS. MARTIN: Okay. Interestingly enough, I  
10 just have some little stories to tell, but we tried  
11 twice before to hire an executive director and both  
12 were failures with significant fees and costs. The  
13 contract proposed for a search firm that you had in  
14 your attachments, I found really overwhelming,  
15 shall we say.

16 The finalists we came up the last two times  
17 were such a joke. When I got home, I checked one  
18 guy's current airport where he was. There was just  
19 one building that looked like a cardboard box with  
20 a minimum runway and taxiways. There was another  
21 one, his highlight of being here for finals was  
22 getting Patty Wagstaff's signature. And then  
23 another one, his big suc- -- biggest success where  
24 he was at -- he was asked what was your biggest  
25 success -- was a flyover by the Blue Angels, which

1 of course he was not responsible to make happen.  
2 And another guy showed up in a polyester leisure  
3 suit. What kind of message does that give to  
4 operations staff? And then obviously the RFQ means  
5 that a lot of time will be involved in a board  
6 member, I guess it's Jerry will be overseeing it,  
7 when you need to come up.

8 My other comments have been on the actual  
9 qualifications for an executive director. I had  
10 some comments that were -- that I read that I felt  
11 were not relevant or needed to be relevant. But I  
12 guess that's over with. So you're not going to do  
13 that till the next time.

14 But it's obvious that Mr. Pittman has now been  
15 authorized with overseeing a whole lot of things,  
16 or will be at the end of today. And I -- I also  
17 wanted to say that Mr. Pittman should be left in  
18 place until the board really has a good handle on  
19 what's -- what's expected and what is -- what is  
20 successful and what's not.

21 MS. BREWER: Hello again. Jan Brewer.

22 I would like to request that as a part of the  
23 RFQ, you include actually a component where the  
24 individual that we do contract to -- to actually  
25 seek an executive director would also include an

1 analysis of other likewise airports, same size,  
2 same type of business.

3 When I'm looking at the requirements here, it  
4 doesn't seem that some of the airports that have  
5 similar salaries that we may be offering, they're a  
6 lot larger than we are. This seems that this could  
7 be a component that we would add into our analysis  
8 on the executive director. What do other airports  
9 of our same similar size, similar operations, what  
10 do they offer their executive directors?

11 And just for perspective, and you can verify  
12 this in the June 3rd, 2025 meeting of the Board of  
13 County Commissioners, the county administrator here  
14 for all of St. Johns County makes \$285,000. Now,  
15 that administrator is in charge of the clerk of  
16 courts, property appraiser, Sheriff's Department,  
17 fire, utilities, planning and zoning, parks and  
18 recreation, the beaches, growth management.

19 Those duties far exceed any of the duties  
20 here. So it seems to me that we need to get a  
21 perspective on what other airports actually offer  
22 their executive directors and so we can be in  
23 similar conformance with that.

24 And actually, the reducing the salary to 225  
25 at this time, I'm not that impressed because we

1 don't have any analysis yet to see what other like  
2 kind airports do. Thank you.

3 MS. MARTIN: I'm sorry.

4 CHAIRMAN PRIMROSE: Another gentleman and  
5 you've already spoke on this.

6 MR. HAY: I've got it, Sacha.

7 Thank you for entertaining me again. I -- I'm  
8 sitting in the crowd, after being president of my  
9 corporation for 35 years and I'm thinking, here he  
10 is. This guy gave you back 75,000. And there was  
11 a quabble, a brief quabble, over whether or not you  
12 were going to give him 5 back off the 75 he just  
13 gave you. Now maybe a condition of his remaining  
14 here as an at-will employee was that he had to take  
15 that cut, but it seems like he voluntarily offered  
16 it. Still trying to figure that one out. He's  
17 right here.

18 We talked to -- this gentleman gave a great  
19 presentation about the audit which he was a part of  
20 and said that he worked with them during turmoil,  
21 found the necessary answers to the questions.

22 We talk about stability moving forward and how  
23 we're going to move this airport, and all I hear is  
24 that by March of next year, we will have picked the  
25 firm that will go look for the next interim

1 director. He's right here. Get rid of the interim  
2 and let him work and if he doesn't do a good job,  
3 fire him, cancel his contract, then go look.

4 The last time we spent money, we spent \$80,000  
5 and got two candidates. Both showed up. When they  
6 got here, they said, nah, not -- not interested.  
7 But we spent \$80,000 with a search firm.

8 How many thousands of dollars are we going to  
9 spend now to find somebody who's already here. Who  
10 everybody seems to get along with, even when he  
11 tells me no, it's for the right reason. And when  
12 he tells you yes, it's because it's in compliance.

13 He's moved this airport exponentially forward  
14 over the last year and a half compared to the  
15 previous people that were in the job for 27 years.  
16 He's right here. You don't need a search engine to  
17 find somebody to replace him. He's right here.  
18 Thank you.

19 CHAIRMAN PRIMROSE: Any other public comment?  
20 I'm sorry, ma'am. You used your time already on  
21 this.

22 MS. MARTIN: I was wondering who has to  
23 send -- it's the job description that I had a  
24 problem with.

25 CHAIRMAN PRIMROSE: Okay. You can send any of

1 your comments to Jerry --

2 MS. MARTIN: Okay.

3 CHAIRMAN PRIMROSE: -- since he's the board  
4 liaison on this. All right. Any other discussion  
5 from the board?

6 MR. DIPOLA: We did have --

7 CHAIRMAN PRIMROSE: We do have -- we do have a  
8 motion on it, so yeah.

9 MR. DIPOLA: Just -- just a clarification. It  
10 said -- you know, the -- it's approving the draft  
11 RFQ and job description for publication, which is  
12 the option 1. But just to clarify, I guess I  
13 should have clarified maybe earlier --

14 CHAIRMAN PRIMROSE: We can change the job  
15 description over time. We've got until March to --  
16 if we get any other valuable comments and want to  
17 change it.

18 I can tell you, just for everybody's awareness  
19 on this, I do know that the -- I mean, I had input  
20 on the executive director job. After doing an  
21 extensive search of similar airports, similar size  
22 that offered both general aviation and also  
23 commercial plus had mil -- military defense  
24 contractors of similar budgets, there will be a  
25 larger discussion on the salary.

1           And I don't mind telling everybody here where  
2 my thoughts were because you could ask for a public  
3 record to Linda of what I said. And my belief is  
4 that the salary on the high end should be 225 if we  
5 have the absolute most incredible person that has a  
6 world of experience with economic development at  
7 airports.

8           And I'm also going to be pushing for  
9 performance bonuses. So if they hurt -- hit  
10 certain metrics, that they could get even more than  
11 225. But on the low end, \$175,000, I think is --  
12 is there.

13           So, as just one board member, I'd be pushing  
14 for 175 to 225 salary depending on qualifications  
15 and experience with a performance bonus built in.  
16 Just so you know exactly where I'm at on these.

17           MR. DIPOLA: The comment that I was making  
18 wasn't on the job description. Mine was just on  
19 the scoring criteria. I assume we would serve as  
20 the review committee or selection committee.

21           CHAIRMAN PRIMROSE: Yeah.

22           MR. DIPOLA: And then, I mean, we have good,  
23 you know, knowledge skills and abilities. Would we  
24 basically be giving our score all together or would  
25 there be some sort of a scoring rubric so to speak?



1 And I'm okay with either; I'm just asking for  
2 clarification.

3 CHAIRMAN PRIMROSE: Yeah. Typ- -- oh, I'm  
4 sorry.

5 MR. WALKER: No, go ahead, Chair.

6 CHAIRMAN PRIMROSE: I would say typically you  
7 would have a scoring rubric where the different  
8 areas on the RFQ would be broken into separate  
9 scores so that, you know, each of them give the  
10 appropriate weight, but.

11 MR. WALKER: So, through the Chair, 7.2 of the  
12 RFQ does include the scoring rubrics, which is --

13 MR. DIPOLA: Oh, I'm sorry.

14 MR. WALKER: -- that's just a general scoring  
15 rubrics that I've used in the past for something  
16 like this. That's not to say the board can change  
17 the weighted allocations.

18 MR. DIPOLA: I'm sorry.

19 CHAIRMAN PRIMROSE: Good. Okay. Are you  
20 good?

21 MR. DIPOLA: Yeah. And sorry. Well, I do  
22 have --

23 CHAIRMAN PRIMROSE: You didn't put it into  
24 ChatGPT, that's why you didn't get the -- the  
25 score.

1 All right. Any other comments on the -- we do  
2 have a motion properly seconded and we have public  
3 comment. So hearing no other discussion, all those  
4 in favor, say aye.

5 MS. CASH-CHAPMAN: Aye.

6 MR. DEDGE: Aye.

7 MR. DIPOLA: Aye.

8 CHAIRMAN PRIMROSE: Aye. Aye. Any opposed?  
9 Hearing none, the motion carries.

10 FUEL FARM SELF-SERVE DESIGN & BIDDING

11 CHAIRMAN PRIMROSE: Okay. Now on to the fun  
12 stuff. The actual hard infrastructure.

13 All right. Number 6 on the board is the fuel  
14 farm self-service design and bidding. Courtney,  
15 this is you.

16 MR. PITTMAN: Yes, sir. All right. So this  
17 was something that was presented to the board back  
18 in 2024 and it was already a signed resolution.  
19 Also, the board voted to support this project at  
20 the -- at the last board meeting. And so this is  
21 the initial bid and design phase of the said  
22 project just moving it forward.

23 Just to give you a little background, which  
24 you will see in the briefing document, that this is  
25 an 80/20. The total funding cost of this project

1 will be \$562,000 -- I'm sorry, \$562,500. The FDOT  
2 contribution will be \$450,000 and our contribution  
3 will be up to \$112,500.

4 The purpose of this, as we've discussed in the  
5 past and it was a huge item during the budget, was  
6 the self-serve fuel fees. It's been an issue for  
7 the tenants and it's an issue for us as well as  
8 staff. And so I wanted to move forward with fixing  
9 it.

10 We're still having discussions, and I talked  
11 to Passero today. And it -- it doesn't have to be  
12 a total where we -- one tank isn't working while  
13 we -- that no tanks are working. So we don't see  
14 any period where the tenants aren't able to get any  
15 fuel, we could do -- we could amend the project to  
16 where the tank that is completely out, we fix and  
17 re- -- I'm sorry, we replace that tank to get it up  
18 to standard, then move on to the tank that is  
19 currently barely operational. And so, that way,  
20 tenants don't see a period of time where they're  
21 not able to seek fuel from the self-serve.

22 CHAIRMAN PRIMROSE: Thank you. Any questions  
23 to Courtney on this fuel farm design and bid?

24 MR. DIPOLA: Our approval of this, I really  
25 don't like the idea of eliminating both to have

1     one. I would think that hey, we make money on  
2     fuel. Something that sets us apart could be we  
3     save people time. I want to make sure there's two  
4     fueling positions.

5             Can this -- you know, us approving this, will  
6     this allow us to go forward and potentially have  
7     maybe one that's not so great, but at least a new  
8     one that is, so we have two operational?

9             MR. PITTMAN: Through the Chair, absolutely.

10            CHAIRMAN PRIMROSE: Okay. All right. Do we  
11     have a motion to approve -- to approve proceeding  
12     with the design bid phase for the fuel farm  
13     improvements of the PTGA?

14            MR. DIPOLA: So moved.

15            CHAIRMAN PRIMROSE: Do we have a second?

16            MR. DEDGE: Second.

17            CHAIRMAN PRIMROSE: Okay. We have a motion  
18     properly seconded. We'll open this up for public  
19     comment. Seeing none, any other discussion?  
20     Seeing none, we'll vote on the motion. All those  
21     in favor, say aye.

22            MS. CASH-CHAPMAN: Aye.

23            MR. DEDGE: Aye.

24            MR. DIPOLA: Aye.

25            CHAIRMAN PRIMROSE: Aye. Any opposed?

1 Hearing none, the motion carries.

2 HAWKEYE VIEW LANE DESIGN & BIDDING

3 CHAIRMAN PRIMROSE: Moving on to Agenda Item  
4 Number 7, Hawkeye View Lane design and bid phase.  
5 Courtney, this is yours as well.

6 MR. PITTMAN: Absolutely.

7 So, again, Hawkeye View Lane was something  
8 that was approved by the board at the last board  
9 meeting. It goes hand in hand with the Florida Job  
10 Growth Grant Fund.

11 This is to do the realignment of the road of  
12 the east side development. This will extend our  
13 footprint further east of the airport, allow us to  
14 do the projects that we have planned in the east  
15 side development in Parcel A and B.

16 This is a critical infrastructure project that  
17 the board already voted on and -- and approved. So  
18 this, again just like the fuel farm, is the next  
19 step in that process. It's going forward with the  
20 design and bid -- initial design and bid phase.

21 Just to recap, the total project is 5 million  
22 total. The FDOT share would be 4 million over the  
23 course of two years. Our contribution will be up  
24 to 1 million for the funding of the project. The  
25 reason why I said this goes hand in hand with the

1 Job Growth Grant Fund, because the Job Growth Grant  
2 Fund would bring -- bring in key infrastructure.  
3 Said infrastructure would be the util- -- in the  
4 form of utilities with the water, sewer, and the  
5 piping. And so this -- this moves forward with our  
6 vision of progressing the east side of the airport.

7 CHAIRMAN PRIMROSE: Okay. Any questions for  
8 Courtney on this?

9 MR. DIPOLA: You know I always do, but --  
10 okay. So the -- I had e-mailed some questions and  
11 Courtney got back with me today. And the study  
12 activity fees cannot 500,000 per CCNA, which I  
13 assume, when you say study activity fees, also  
14 means design, correct?

15 MR. PITTMAN: Correct.

16 MR. DIPOLA: Do we have a commitment from  
17 Passer- -- like I see an estimate of \$400,000, but  
18 I guess I want to make sure that we're not on the  
19 hook for unforeseens that push us over some sort of  
20 liability threshold.

21 MR. PITTMAN: Absolutely. And I'll -- through  
22 the Chair, if I may?

23 CHAIRMAN PRIMROSE: Yes.

24 MR. PITTMAN: Absolutely. And I brought two  
25 individuals from Passero here. I also sent to you

1 the -- their agreement.

2 They are our consultants. They have worked  
3 with us on several projects, and there is  
4 stipulation in this said agreement that states that  
5 they can't go over, right?

6 And so, what they are doing, they've been  
7 instrumental in this project and also the Job  
8 Growth Grant Fund moving these things -- getting  
9 this process done. And then they'll be a part of  
10 the bidding, setting us up for the bidding process,  
11 to ensure that there's proper procurement  
12 accomplished.

13 MR. DIPOLA: Bidding for construction?

14 MR. PITTMAN: That is correct.

15 MR. DIPOLA: Okay. And I have one more  
16 question. Also on the CCNA. I understand the  
17 attorneys, and I don't know which ones, maybe  
18 general counsel need to sign off that it's been  
19 done appropriately. And I would say that my  
20 approval would be contingent on ensuring that we  
21 that commitment.

22 MR. PITTMAN: Through the Chair, if I may. So  
23 this is not this CCNA. So the CCNA in question are  
24 projects that were done in the past; i.e., the  
25 fence, things like that.

1           The reason being, one, they weren't here. So  
2   it's kind of hard to say -- to say a process was  
3   done correctly when you weren't here to witness it.  
4   And then to be frank with you, none of us was here  
5   with the exception of Mr. Roberts and  
6   Mrs. Cash-Chapman. So it's hard for us to -- for  
7   me to say to them, yeah, everything was done  
8   properly, where it's my word.

9           MR. DIPOLA: Well --

10          MR. PITTMAN: So like I said --

11          MR. DIPOLA: -- let's -- let's focus on this  
12   one.

13          MR. PITTMAN: So this one -- this -- these --  
14   there's not a CCNA for this at this time. Because  
15   what you do is after the process is completed, they  
16   validate that everything was done correct through  
17   the proper procurement channels. We haven't gotten  
18   to that portion of the project yet.

19          MR. DIPOLA: Well, can we get confirmation  
20   that we are approved to use Passero for this  
21   effort?

22          MR. WALKER: Through the Chair to the board  
23   member, we weren't here at the time. I'm not sure  
24   and maybe -- I don't know if Mr. Pittman or the  
25   Passero folks know. I don't know, nor do we have



1 any records that reflect that there was a public  
2 procurement process for this project.

3 However, that does not mean that you can't  
4 approve going forward this project and in  
5 connection with that issue an RFP/RFQ. It very  
6 well could be that, you know, they are the logical  
7 choice, this firm's the logical choice given the  
8 work that's been done, but I cannot sit here and  
9 tell you that procurement has occurred accordingly.

10 MR. DIPOLA: So what I'm hearing is that later  
11 on down the road, you're not going to be willing to  
12 sign a CCNA for this, anyway.

13 MR. WALKER: Correct.

14 MR. DIPOLA: So that doesn't seem right.

15 CHAIRMAN PRIMROSE: Well, I mean, I would  
16 ask -- we've got Passero here, so let them.

17 MR. SINGLETARY: Matt Singletary, Passero  
18 Associates.

19 MR. WENTE: I'm Brad Wente with Passero.

20 MR. SINGLETARY: So the CCNA form that  
21 Courtney's referring to, every FDOT aviation Public  
22 Transportation Grant Agreement, there's a CCNA form  
23 that's like part of their checklist. So what was  
24 requested to be signed are previous projects, not  
25 the Hawkeye roadway. But other projects for those

1 CCNA forms were never signed.

2 As it relates to this project, so the reason  
3 that Courtney's saying like we haven't got to the  
4 CCNA form yet. So the CCNA form doesn't really  
5 apply until there's a contract that's executed. In  
6 this case, it's for the specific roadway  
7 Hawkeye View project which is up for approval  
8 tonight.

9 The continuing services contract that I guess  
10 you questions are questioning whether that was done  
11 properly or not, that happened in 2023. That's  
12 when, you know, basically FAA state has procedures  
13 that have to be followed.

14 You know, we weren't privy to every single  
15 thing that happened, but there was a solicitation,  
16 an RFQ for that. We submitted. Three firms were  
17 hired. Michael Baker, one of their -- Tom  
18 Schilling's here tonight. I believe Pond was  
19 also -- has a contract executed.

20 This all happened in 2023. I know there's --  
21 if you go and look on the meeting minutes, you  
22 know, there's discussion from a handful of  
23 different -- you know, Michelle can probably  
24 remember some of this as well. Chad remembers some  
25 of it.

1 I don't know what else to say about that, but  
2 yeah, as far as we know, everything was done  
3 properly. We have a contract. If you actually  
4 look at R -- the RFQ for the continuing services  
5 contract, it has in the back attached the capital  
6 improvement program, and at the top -- so it has  
7 all of the projects from FDOT's JACIP system. The  
8 top project is the Hawkeye project, so it was  
9 specifically listed, if there's any question on  
10 that part of it.

11 MR. DIPOLA: Well, frankly, I don't need to be  
12 convinced. I just need to make sure that our  
13 attorneys will go back through and do due diligence  
14 to look at the RFQ and come to that same conclusion  
15 so that we can have complete paperwork for the  
16 proper FDOT reimbursements, otherwise it's a  
17 liability for us.

18 MR. WALKER: So, if I may through the Chair.

19 CHAIRMAN PRIMROSE: Please.

20 MR. WALKER: No doubt that the R -- it sounds  
21 like an RFQ was out there. We went back through  
22 the meeting minutes and we've actually reached out  
23 to not one, but both prior general counsels who  
24 were not comfortable affirming that the process was  
25 done correctly.

1           As such, as counsel for the Authority, we are  
2           not in a position to affirmatively state. Now, if  
3           the board would like to pull up that RFQ and ratify  
4           that it was done based on the information we're  
5           able to pull back, that is within the board's  
6           discretion. But as counsel to the Authority, we  
7           have not been able to independently verify whether  
8           or not Florida procurement law was undertaken  
9           correctly.

10           CHAIRMAN PRIMROSE: Yeah. Okay.

11           MR. DIPOLA: Do we have -- does somebody -- do  
12           one of us have the authority to sign such things if  
13           the board votes to approve it?

14           MR. WALKER: I don't believe so.

15           CHAIRMAN PRIMROSE: No. I mean, I've signed  
16           them before. You know, you need -- you're going to  
17           have to have a legal view. But I think what I'm  
18           hearing is you would be comfortable if we can  
19           re-ratify the original solicitation and enter into  
20           the contract?

21           MR. WALKER: Through the Chair, I think  
22           Mr. Pittman and Mr. Roberts can back me up on this.  
23           The records are such that we can pull together what  
24           we have.

25           CHAIRMAN PRIMROSE: Uh-huh.

1           MR. WALKER: But as counsel, we would not be  
2 willing to give an opinion one way or another  
3 whether it complied or did not comply with the  
4 process. However, we can pull the records together  
5 for the board to look at and either ratify, in  
6 which case I would then be willing and able to sign  
7 it or not.

8           CHAIRMAN PRIMROSE: Okay.

9           MR. WALKER: But I caution the board these are  
10 public procurement laws and the board is  
11 responsible for compliance, strictly -- strictly  
12 liable for compliance with public procurement laws.  
13 So I just caution the board.

14          CHAIRMAN PRIMROSE: Yeah. I guess what I  
15 mean, there was no -- there was no protest on  
16 whether or not it was --

17          MR. WALKER: Not that we've been able to find,  
18 Mr. Chairman.

19          CHAIRMAN PRIMROSE: Yeah.

20          MR. WALKER: And we've looked.

21          CHAIRMAN PRIMROSE: Okay. I feel like we  
22 would feel know -- we would know if there was a be  
23 it a protest or a big challenge to the way that it  
24 was procured. So -- and I'm sure, you know,  
25 there's a reput- -- reputation of an engineer firm

1 on the line as well that wouldn't -- wouldn't  
2 necessarily be doing work if they felt like there  
3 was something there, so. Did you have more  
4 questions?

5 MR. DIPOLA: What was our -- what would our  
6 alternative options be --

7 CHAIRMAN PRIMROSE: You'd have to go redo  
8 everything.

9 MR. WALKER: Yeah.

10 MR. DIPOLA: Well --

11 CHAIRMAN PRIMROSE: Which is going to be  
12 another five to six months of going back through a  
13 procurement.

14 MR. DIPOLA: Well, I mean, DOT's procurement,  
15 they have a commitment that they are graded on it  
16 being three months or less. So, I mean, I think we  
17 could --

18 MR. WALKER: Mr. Chairman, may I ask for a  
19 quick recess to talk with these gentleman for two  
20 minutes? I have an idea, but I don't -- I would  
21 like to chat with them for two minutes.

22 CHAIRMAN PRIMROSE: Yeah, let -- let's do  
23 this. Let's take a recess until --

24 MR. WALKER: Can I grab Mr. Pittman as well?

25 CHAIRMAN PRIMROSE: Yeah. Let's take a recess

1 till 5:45. That gives you a little more than two  
2 minutes.

3 (Recess had.)

4 CHAIRMAN PRIMROSE: All right. It is 5:45.  
5 We're going to return from our brief recess.

6 There have been some developments here. My  
7 understanding is, Passero, you have a prior -- or  
8 you have a current state bid contract --

9 MR. WENTE: Yes, sir.

10 CHAIRMAN PRIMROSE: -- that could be  
11 piggybacked as on top of the fact that we did the  
12 RFQ for your contract with the Authority; is that  
13 correct, counsel?

14 MR. WALKER: That's correct.

15 CHAIRMAN PRIMROSE: So, taking into account  
16 that they've gone through a state bid contract with  
17 another government agency in Florida that we can  
18 piggyback on, plus the RFQ, is that enough that you  
19 would feel confident signing that -- the CCNA  
20 compliance?

21 MR. WALKER: Now that it's on the record  
22 through the Chair, yes --

23 CHAIRMAN PRIMROSE: Okay.

24 MR. WALKER: -- happy to sign the CCNA form.

25 CHAIRMAN PRIMROSE: All right. Mario, are

1     you --

2             MR. DIPOLA: I've got one more, then.

3             CHAIRMAN PRIMROSE: Okay.

4             MR. DIPOLA: Through the Chair to Passero or  
5     that's how it has to -- the fees obviously are  
6     different depending on the contract. Are we still  
7     clear of the 500,000 and it's safe territory?

8             MR. SINGLETARY: So it -- Michael Baker and  
9     Passero, it's our understanding that the  
10    Florida Statute, the way that that's written, it  
11    refers for design threshold that it's actually that  
12    construction, estimated construction value, which  
13    is 7.75 million and that the 500,000 that's  
14    referenced is for other studies. Is that the  
15    question? Like, what are the thresholds?

16            MR. DIPOLA: Well, my understanding was the  
17    500,000 was a cap on design. And does that --

18            MR. SINGLETARY: I'm not an attorney. I'm  
19    not --

20            MR. DIPOLA: That's why --

21            MR. SINGLETARY: I'm not sure. I don't know  
22    if y'all have a different perspective on it.

23            MR. DIPOLA: My initial question to Courtney  
24    when presented on this was that, Hey, Courtney,  
25    what is the max cap? For instance, our engineering



1 company works on district-wide contracts where I  
2 believe the design fee is capped at \$200- or  
3 \$300,000.

4 I was wanting to make sure that we're safely  
5 under the limitations so we don't put ourselves at  
6 risk.

7 MR. WENTE: We are under the limitations and  
8 we are not at risk.

9 CHAIRMAN PRIMROSE: Thank you. All right. I  
10 don't believe that we had a motion on this. Do we  
11 have a motion to approve the design bidding phase  
12 as provided in the packet?

13 MR. DIPOLA: So moved.

14 CHAIRMAN PRIMROSE: Do I have a second?

15 MS. CASH-CHAPMAN: Second.

16 CHAIRMAN PRIMROSE: All right. Any public  
17 comment? Seeing none, any other further  
18 discussion? Seeing none, all those in favor say  
19 aye.

20 MS. CASH-CHAPMAN: Aye.

21 MR. DEDGE: Aye.

22 MR. DIPOLA: Aye.

23 CHAIRMAN PRIMROSE: Aye. Any opposed?

24 Hearing none, the motion carries.

25 ENVIRONMENTAL ASSESSMENT FOR EAST SIDE

1           CHAIRMAN PRIMROSE: Now to Agenda Item  
2           Number 8. This is the environmental assessment  
3           NEPA clearance. Courtney?

4           MR. PITTMAN: Yes. And -- and if I may,  
5           Chair, address the public briefly?

6           CHAIRMAN PRIMROSE: Yeah, please.

7           MR. PITTMAN: Ma'am, you mentioned that  
8           Number 8 wasn't in the agenda packet. One, I want  
9           to apologize. Back to the Chair, if there was  
10          anything that was not in the agenda packet, this  
11          would be the best one not to be in agenda packet  
12          because it doesn't cost us a dime.

13          The environmental assessment is going to be  
14          covered through FDOT. The FAA came up this year  
15          to -- we went to Orlando just last week to talk to  
16          the -- the FAA about our grants. And so they came  
17          up this year and said -- how are you doing, FDOT,  
18          back there? They came out to say that we needed to  
19          do an environmental assessment for the east side.

20          So it kind of threw us aback because we didn't  
21          have a grant for the environmental assessment. And  
22          so, we talked to FDOT and the FDOT kindly stepped  
23          up provided us with the financing to be able -- the  
24          funding to be able to do said project.

25          So the environmental assessment would be

1 captured in the Hawkeye View Lane, and so it will  
2 be a hundred percent taken care of and it won't  
3 cost the Airport Authority a dime.

4 CHAIRMAN PRIMROSE: Great. Any questions for  
5 Courtney on this? Seeing none, do we have a motion  
6 to approve to proceed with the environmental  
7 assessment?

8 MR. DIPOLA: So move.

9 CHAIRMAN PRIMROSE: Do I have a second?

10 MR. DEDGE: Second.

11 CHAIRMAN PRIMROSE: All right. We have a  
12 motion properly seconded. Any public comment?  
13 Seeing none, any other discussion on this? Hearing  
14 none, we'll bring this to a vote. All those in  
15 favor, say aye.

16 MS. CASH-CHAPMAN: Aye.

17 MR. DEDGE: Aye.

18 MR. DIPOLA: Aye.

19 CHAIRMAN PRIMROSE: Aye. Any opposed?  
20 Hearing none, the motion carries.

21 UTILITIES & STORM WATER DESIGN

22 CHAIRMAN PRIMROSE: And under Agenda Item  
23 Number 9, the utilities and stormwater design,  
24 Courtney is this -- are you going to present this  
25 as well?

1 MR. PITTMAN: I've got my water.

2 So, Mr. Chair, this is the Florida -- this is  
3 the Florida Job Growth Grant Fund, and so this is a  
4 part of the utilities that's going to the east side  
5 connecting to the south side GA.

6 What we had in the past was a problem with the  
7 water pressure to the -- in the south GA, so  
8 fortunately this year, we were awarded through a  
9 lot of work the Florida Job Growth Grant Fund to  
10 fund this. Michael Baker, they would be the ones  
11 doing the utilities.

12 This is a structured project. You have the  
13 first year of it until September, end of September,  
14 is a design phase of the Florida Job Growth Grant  
15 Fund. Then October 1st comes the construction  
16 part.

17 So this is just to approve Michael Baker to  
18 move forward with, like I said, the project.  
19 Keeping it because the job -- Florida Job Growth  
20 Grant Fund, the utilities portions, goes hand in  
21 hand with the Hawkeye View Lane.

22 CHAIRMAN PRIMROSE: Any questions for Courtney  
23 on this? Seeing none, do we have a motion to  
24 approve the -- or authorize the design phase  
25 initiation?

1 MR. DIPOLA: Similar question. Do we have to  
2 go through the statewide? Are we going to have  
3 problems with the CCNA? Like, I want to make sure  
4 we're good moving forward with no complications.

5 MR. WALKER: Through the Chair, we were not  
6 asked to this look at this one, so I -- I'm not  
7 sure who's doing the work.

8 CHAIRMAN PRIMROSE: So this is Michael Baker,  
9 I believe that's doing the work.

10 MR. WALKER: And so, I think Mr. Baker has  
11 something for the record?

12 MR. SCHILLING: Well, I'm not Michael Baker.

13 MR. WALKER: I'm sorry.

14 MR. SCHILLING: I'm Tom Schilling.  
15 Michael Baker International is the firm. I wish I  
16 was.

17 No. We were -- we were selected during the  
18 same process as Passero. We work through  
19 airport -- for airports all over the state. We  
20 have plenty of vehicles to piggyback on if that's  
21 what's necessary to perform the work.

22 CHAIRMAN PRIMROSE: Given that there are other  
23 piggyback contracts and this prior RFQ, do you have  
24 any -- would you have any issues certifying the  
25 CCNA compliance?

1 MR. WALKER: Now that it's on the record, no  
2 through the Chair, we'll certify.

3 CHAIRMAN PRIMROSE: Okay. All right. Are you  
4 good?

5 MR. DIPOLA: As long as they'll certify, I'm  
6 good.

7 CHAIRMAN PRIMROSE: All right. Thank you.

8 MR. SCHILLING: Thank you.

9 CHAIRMAN PRIMROSE: All right. So, do we have  
10 a motion to authorize the design phase initiation  
11 as presented?

12 MR. DEDGE: I'll make a motion to approve.

13 CHAIRMAN PRIMROSE: All right. Do we have a  
14 second?

15 MR. DIPOLA: Second.

16 CHAIRMAN PRIMROSE: All right. We have a  
17 motion properly seconded. Any public comment?  
18 Seeing none, we'll take this to a vote. All those  
19 in favor, say aye.

20 MS. CASH-CHAPMAN: Aye.

21 MR. DEDGE: Aye.

22 MR. DIPOLA: Aye.

23 CHAIRMAN PRIMROSE: Aye. Any opposed?

24 Nearing none, the motion carries.

25 RIVKIN LEASE

1           CHAIRMAN PRIMROSE: All right. We are out of  
2 old/unfinished business. Let's move on to new  
3 business.

4           The first is the Rivkin lease extension. I  
5 know that everybody was provided the materials on  
6 this, but, Courtney, if you wanted to give a short  
7 presentation just on what we we're looking at.

8           MR. PITTMAN: Absolutely.

9           So, Mr. Chair, with the Rivkin lease, that  
10 would have been negotiated during the, what I call  
11 the dead period where we didn't have board members,  
12 where we would have presented to you-all to  
13 determine whether or not you wanted to do an RFQ or  
14 you wanted to give Mr. Rivkin an extension on his  
15 lease.

16           Due to the fact that lease ends in December, I  
17 think it would be prudent for us, and he is a good  
18 tenant and he pays his rent on time, to -- and more  
19 than just that, to extend his lease for a year to  
20 give you-all time to make a more informed decision  
21 going forward whether or not you extend -- I know  
22 Mr. Rivkin wants to stay there for an extended  
23 period of time.

24           I'm asking that we do it for a minimum of a  
25 year to give you-all time to decide and determine

1     whether or not you want to do an RFQ to advertise  
2     it, which he can bid on it himself as well so it's  
3     not a closed process. But, like I said, giving  
4     that time to be able to make said decision, not  
5     under the clock or have to kick him out, if you  
6     will, within a month -- basically in a month's  
7     time.

8           CHAIRMAN PRIMROSE: Okay. Any -- does anybody  
9     have any questions for Courtney?

10          MR. DEDGE: I've got one, Mr. Chairman. How  
11     many employees does he have?

12          MR. PITTMAN: I don't know off the top of my  
13     head, but not many.

14          MR. DEDGE: But he -- but he provides job for  
15     people.

16          MR. PITTMAN: Yes.

17          MR. DEDGE: And he's paying his rent on time.

18          MR. PITTMAN: Absolutely.

19          MR. DEDGE: And there's no other issues with  
20     him. So it provides stability, we don't have to  
21     worry about finding a new tenant for that hangar  
22     for the next year?

23          MR. PITTMAN: That's correct.

24          MR. DEDGE: I think that's a no -- no-win --  
25     no-win situation -- or a win situation.



1           CHAIRMAN PRIMROSE: Any other?

2           MR. DIPOLA: Only the risk that side. Are  
3 there any other tenants or potential tenants that  
4 would feel like there's unfair treatment or unequal  
5 treatment or any sort of other FAA sort of issues?

6           MR. PITTMAN: Compliance-wise we are within  
7 standards. When it comes to large hangars like  
8 that, that -- that is up to you-all's discretion.  
9 T-hangars are the -- the executive director's  
10 decision and each one is specific. So you-all can  
11 extend if you would like. You-all can do RFQ if  
12 you would like. The whole process is up to you,  
13 and -- and I think the aviation attorney can  
14 confirm what I'm saying.

15          MR. ROBERTS: Yeah, concur. It's -- once per  
16 decade, it's healthy to take a look for highest and  
17 best use. And it balances the business  
18 expectations of the tenant with our obligation to  
19 have a highest and best use.

20          So there are -- yes, there are many more  
21 potential users of that facility than there are  
22 facilities. So this just gives you some breathing  
23 room to have that evaluation in a more deliberative  
24 way and -- and keep Mr. Rivkin stable as well.  
25 He's -- he's a really great airport citizen.

1           CHAIRMAN PRIMROSE: All right. So, I -- I  
2           tend to agree. I think, you know, giving at least  
3           a year and then potentially, you know, going out  
4           and seeing what the -- the market looks like, we  
5           could -- you know, let's just not even decide on  
6           what we'd do at that point, but at least for the  
7           year.

8           So, with that, I would entertain a motion to  
9           approve a one-year lease extension with Rivkin  
10          under the existing terms and authorize Courtney to  
11          execute all documents related to that.

12          MR. DEDGE: I make a motion to extend his  
13          lease.

14          CHAIRMAN PRIMROSE: All right. Do I have a  
15          second?

16          MS. CASH-CHAPMAN: Second.

17          CHAIRMAN PRIMROSE: All right. Any public  
18          comment? I assume nobody's here, Mr. Rivkin or a  
19          representative for him? No. Okay. Any other  
20          discussion? Hearing none, we'll carry this to a  
21          vote. All those in favor, say aye.

22          MS. CASH-CHAPMAN: Aye.

23          MR. DEDGE: Aye.

24          MR. DIPOLA: Aye.

25          CHAIRMAN PRIMROSE: Aye. Any opposed?

1       Hearing none.   The motion is approved.

2       ST. AUGUSTINE STUDENT MAINTENANCE TRAINING GRANT

3               CHAIRMAN PRIMROSE:   All right.   The next one  
4       is the St. Augustine Student Maintenance Training  
5       Program Grant.   Courtney, if you want to give just  
6       us a quick presentation on this.

7               MR. PITTMAN:   Yes, Mr. Chair.

8               The -- the St. Augustine Student Maintenance  
9       Training Program Grant was awarded to us through  
10      the state and we got it along with the name change  
11      of last year.   And it came to us during the summer  
12      of this year.

13              It's for \$250,000 to start the conversations  
14      of bringing a school to St. Augustine Airport, a  
15      maintenance school.   And this money would be able  
16      to provide us with the aircraft if we wanted to buy  
17      an aircraft, the computers, the screens, the  
18      whatever tools that students would need, and even  
19      the rent for it if we were to put it in a hangar.

20              So what I'm asking the board for today is to  
21      give me permission to move forward with having the  
22      talks with this program, because I want to hammer  
23      out all of the details before we agree to move  
24      forward with this, because then we're obligated to  
25      have some deliverables.

1           So even though it's good to have this  
2           opportunity with \$250,000, I just -- I need more  
3           details. So I'm asking permission from the board  
4           to work this grant and then come back to the board  
5           at a later date with more details.

6           CHAIRMAN PRIMROSE: So the recommendation  
7           would be to defer a decision on approving the  
8           participation, to get more clarification and -- and  
9           understanding from the other partners. Does  
10          anybody have any comments or thoughts on that?

11          MR. DEDGE: Is this the grant that Kim Kendall  
12          got for us?

13          MR. PITTMAN: Yes.

14          MR. DEDGE: That's the one she worked on?

15          MR. PITTMAN: Yes.

16          MR. DEDGE: And where would -- where would we  
17          house this?

18          MR. PITTMAN: That's what we've got to work  
19          out because if we do it in a T-hangar, which would  
20          be the easiest, now we'd be dealing with a  
21          nonaeronautical, right?

22          And so that's why I want to take some time.  
23          To find a location for the place and sort of be  
24          sustain -- sustainable. Because we do have a  
25          waiting list, so I can't just throw them in a

1 T-hangar right now. And so I want to take some  
2 time to figure out what all the requirements are  
3 for those deliverables before we accept the  
4 funding.

5 CHAIRMAN PRIMROSE: Okay. Does anybody else  
6 have any?

7 MR. DIPOLA: Just clarifying, because I heard  
8 you clarify it and say defer a decision, I think.  
9 But I think that if I'm reading the staff  
10 recommendation correctly, we want to approve  
11 authorization to work with FDOT to secure and  
12 administer. Are those the same?

13 CHAIRMAN PRIMROSE: No. No. Sorry. I think  
14 they're different, because when you accept the  
15 money, you've now started the clock to use the  
16 money. And we don't even know, A, how we're going  
17 to use it, what are our carrying costs.

18 MR. DIPOLA: Okay.

19 CHAIRMAN PRIMROSE: So what I had mentioned  
20 to -- this is a -- you know, people will understand  
21 this phrase, but like, all money isn't free money.  
22 So it sounds great we're getting 250,000, but what  
23 is the actual total cost to the airport going to be  
24 year 1, year 3, year 5, year 10?

25 From what I understand from Courtney is we

1 don't actually have a curriculum. We don't have a  
2 financial guarantee from St. Augustine High School  
3 or the St. Johns County School Board on how to do  
4 this. We don't have any confirmation from  
5 Embry-Riddle if they're going to participate in  
6 financially.

7 So before we tell Department of Education,  
8 yes, give us the \$250,000, we need to actually run  
9 due diligence to see what the hit is going to be to  
10 the airport, do we have the other partners involved  
11 in? So I think it's Option 2 is completely  
12 deferred. Not saying that we're not going to sign  
13 eventually, but defer until we know. Is that --

14 MR. PITTMAN: Absolutely.

15 CHAIRMAN PRIMROSE: Okay. Are you good?

16 MR. DIPOLA: Yeah.

17 CHAIRMAN PRIMROSE: Okay. Yeah, please.

18 MR. DEDGE: One more question. We just turned  
19 a new fiscal year.

20 MR. PITTMAN: Uh-huh.

21 MR. DEDGE: Is this still available?

22 MR. PITTMAN: Absolutely, it is.

23 MR. DEDGE: Okay. I mean, because a lot of  
24 times, when that new fiscal year rolls around, if  
25 you didn't take it and spend it, it's not there

1 anymore.

2 MR. PITTMAN: No. We still have it. We've  
3 still got it for about 24 -- 12 months.

4 MR. DEDGE: Okay.

5 CHAIRMAN PRIMROSE: Yeah. Most -- most of  
6 these state grants, they give you a pretty clear  
7 window to do it all, which is why I think it's okay  
8 to go slow.

9 MR. DEDGE: I'm used to dealing with the  
10 federal ones, sir.

11 CHAIRMAN PRIMROSE: Yeah. No, I -- hey, yeah.

12 MR. DEDGE: I think Mr. Jennison (phonetic)  
13 out there will agree with me on that.

14 CHAIRMAN PRIMROSE: All right. So I guess if  
15 we're going to defer the decision, we don't  
16 actually have to take any board action, we could  
17 just postpone taking any further action until the  
18 next board meeting to get another update from  
19 Mr. Pittman. So there's no -- if you -- if you  
20 want to provide a quick, quick procurement, but.

21 MS. MARTIN: I was just going to say if we're  
22 applying for grants, shouldn't we mention that  
23 there's avail- -- readily available partnership  
24 with the St. Augustine High School Aero- --  
25 Aerospace Academy and they're already building

1     airplanes and they have tools. And obviously it's  
2     a very worthwhile project.

3             CHAIRMAN PRIMROSE: Yeah. I -- I think we  
4     agree with you that it's worthwhile; just we need  
5     to see what the expectations are, who's going to  
6     participate, what the finances are --

7             MS. MARTIN: And also --

8             CHAIRMAN PRIMROSE: -- and we don't know.

9             MS. MARTIN: -- what the restrictions are  
10    going to be on -- on our airport staff, because  
11    it's going to take some of their time.

12            CHAIRMAN PRIMROSE: Yeah, that's a -- that's a  
13    great point. So, please, if you want to --

14            MR. BREWER: Just real quickly. I taught at  
15    St. Augustine High for 30 years, and there's a lot  
16    of risk management deals where they won't let the  
17    kids -- Warren McCreary (phonetic) was an  
18    instrument -- you might have known Warren. And he  
19    tried -- we took fuselages over there. They  
20    wouldn't let them -- they wouldn't let the kids  
21    drill rivets. So --

22            CHAIRMAN PRIMROSE: Yeah.

23            MS. BREWER: -- I don't know how that's going  
24    to be addressed. But, I mean, I'd love to see it  
25    happen. I think it's a great -- great opportunity.



1           CHAIRMAN PRIMROSE: Yeah, I think those are --  
2       these are questions that, like, we need to have  
3       answers to as well. It's -- \$250,000 is great,  
4       but, you know, what are the long-terms, you know,  
5       on us? And, you know, are they going to ask  
6       Courtney to teach and, you know, Mario maybe would  
7       do some like engineering of aviation or something.

8           MR. BREWER: Courtney could teach air traffic  
9       control.

10          CHAIRMAN PRIMROSE: Yeah. So...

11          MR. DEPUTY: Reid Deputy, 1089 Santa Cruz  
12       Street, St. Augustine.

13          Just wanted to find out, for the \$250,000, is  
14       that mandated it has to be inside the fence or it  
15       can be -- the funds be used inside the community  
16       outside the fence?

17          MR. PITTMAN: All right. So, if you look at  
18       the e-mail I've got from there, it's in the agenda,  
19       it's very vague, right? So it -- that's why I said  
20       I wanted permission -- one, I wanted to put it  
21       on -- if I may, I'm sorry, Mr. Chair.

22          CHAIRMAN PRIMROSE: No, please. Please go  
23       ahead.

24          MR. PITTMAN: I wanted to put it on the record  
25       that we are working this. They just sent me an

1 e-mail that said, hey, you've been awarded a grant,  
2 start working this grant, right?

3 And before I took any steps, I wanted to bring  
4 it to the public, bring it before the board,  
5 because the problem with it, I don't know. And so  
6 before I take this money and then now we are  
7 obligated and there are some contingencies and  
8 deliverables, I need to know so I can either say  
9 yes, we can do this from our standpoint to present  
10 it to the board to give us approval, or no, we  
11 can't do this, we just don't have the capacity at  
12 this time.

13 CHAIRMAN PRIMROSE: Okay.

14 MR. DEDGE: Mr. Chairman, can we -- can we  
15 kick that can down the road on the -- on the  
16 agenda --

17 CHAIRMAN PRIMROSE: Yeah, I think --

18 MR. DEDGE: -- and give him -- give him a  
19 couple more -- give him a couple of months to work  
20 this before he brings it back before us?

21 CHAIRMAN PRIMROSE: Yeah.

22 MR. DEDGE: I think 30 days is not nearly  
23 enough time for him to explore the options.

24 CHAIRMAN PRIMROSE: Yeah. We'll leave it to  
25 Courtney's discretion on when the appropriate time

1 to bring it back up --

2 MR. DEDGE: Okay.

3 CHAIRMAN PRIMROSE: -- we'll but temporarily  
4 postpone this particular one.

5 MR. DEDGE: Thank you, sir.

6 CHAIRMAN PRIMROSE: All right. So, moving to  
7 agenda item --

8 MR. DIPOLA: Do we need to make a motion for  
9 Option 2?

10 CHAIRMAN PRIMROSE: To -- no, to just  
11 postpone? No.

12 MR. DIPOLA: Okay.

13 T-HANGAR USE POLICY

14 CHAIRMAN PRIMROSE: All right. The next is  
15 Number 12, the adoption of an updated T-hangar use  
16 agreement. Courtney, if you'd like to present  
17 this.

18 MR. PITTMAN: Absolutely. I would like to  
19 make a recommendation to the Chair, due to the  
20 depth of it, one, we wanted to get this on the  
21 table because this has been something we, we and  
22 the tenants have complained and board members have  
23 complained about, was the policy. But to give --  
24 this is going to be a work -- a job that I think  
25 should be recommended and relegated to the

1 workshop --

2 CHAIRMAN PRIMROSE: Okay.

3 MR. PITTMAN: -- to give you-all time. And  
4 there's some presentations that I would like to do  
5 and some information I would like to share.

6 We just finished up our compliance audit, and  
7 I would -- I think this requires a few hours'  
8 discussion. And I don't want to rush this because  
9 I would like the opportunity for us to get it right  
10 as best we can.

11 CHAIRMAN PRIMROSE: Okay. So we will postpone  
12 this. We'll also -- Linda, can you please T-hangar  
13 use policy as a workshop agenda as well?

14 APPEAL

15 CHAIRMAN PRIMROSE: All right. Moving to Item  
16 Number 13, this is the appeal of interim executive  
17 director's decision. I believe, Mr. Roberts,  
18 you're going to be presenting first?

19 MR. ROBERTS: I will, if I could. And,  
20 Courtney, there's a PowerPoint. So, thank you  
21 folks.

22 As it comes up, we offered the appellant  
23 whether they wanted to go first or go after us and  
24 they asked to go after us. So, but the hour is  
25 late; we're going to go rapidly through this. This

1 is a big deal. You can start a slide show.

2 CHAIRMAN PRIMROSE: You have 42 slides on  
3 this?

4 MR. ROBERTS: They'll go fast.

5 MS. CASH-CHAPMAN: Press the alarm button.

6 MR. DIPOLA: Happy anniversary, Jerry.

7 MR. ROBERTS: All right. So this is how the  
8 issue was presented. An advertisement on Facebook  
9 for a -- basically a flight school operating out of  
10 our T-hangars.

11 This photograph up here is T-hangar E-4. This  
12 shows the aircraft that are available for rental.  
13 This is the aircraft available for flight  
14 instruction. You can go. You can go real fast.  
15 That's just a closeup of that.

16 There's also a -- a -- an aircraft that's a  
17 Lance that was available. It's also been in E-10.  
18 So if we could go to -- I wanted to give not so  
19 much just the factual background, but briefly to  
20 co-opt a prior presentation, because this  
21 compliance enforcement action is literally what  
22 makes us a public use airport. If you could go.  
23 Next.

24 There are two competing rules that we have to  
25 comply with. One is, the golden rule number 1 is

1 every existing commercial user on our airport has  
2 to be treated the same and equally. The other  
3 golden rule is, we have to carve out a spot for  
4 noncommercial users of this airport. They pay  
5 taxes, they're entitled to use it, and the FAA  
6 makes us set aside a part. Next.

7 Mr. Pittman, not always appreciated for this,  
8 but he is the economic czar of the airport. He has  
9 great discretion, as you do, to manage a balanced  
10 public use profile. Next.

11 The FAA, when they send us money, more  
12 fundamentally when they gave us the airport, it's  
13 in our deed of conveyance, we -- we contractually  
14 agree to operate this, magic words, term of art,  
15 public use airport with all of the strings that are  
16 attached. Next.

17 Mr. Pittman has to sign that. He -- he is  
18 responsible for knowing what grant assurance  
19 requirements mean, what his obligations mean to the  
20 United States taxpayers, and he cannot avert his  
21 eyes from that. Next. I have to sign it, too. We  
22 both professionally and in Mr. Pittman's case,  
23 statutorily agree that we will comply with the  
24 requirements of the public use airport. Next.

25 And then what follows are grant assurances.

1 Don't need to go through them. There are 39 of  
2 them. They are -- the ones that are applicable are  
3 23 and 24 for tonight. But those are the -- you  
4 know, the Ten Commandments for our airport. Next.

5 So just quickly how we do the -- make sure  
6 everybody's treated equally. Next. No special  
7 deals. We have four flight schools here. They  
8 meet minimum operating standards and they report to  
9 us and they have operating authority.

10 They all have to be treated equally and carry  
11 all the obligations of a minimum operating  
12 agreement. The FAA has extensive guidance on this.  
13 It requires us to publish what are called minimum  
14 operating standards. Next.

15 It is a privilege to come use a taxpayer  
16 airport. It's not a right. It is a privilege to  
17 come use the taxpayers' money to make a living  
18 here. The obligation comes with airport  
19 citizenship and an obligation to follow the rules.

20 Next. This is more treat everybody the same.  
21 Next. Once you publish your minimum operating  
22 standards, you enforce them uniformly, equally,  
23 impartially. Doesn't matter who they are or who  
24 they know or whatever.

25 Next. Next. We can skip this. We can skip

1 this. We can skip this.

2 This is where we publish our minimum operating  
3 standards. It -- we've had minimum operating  
4 standards as long as I can ever remember in being  
5 associated with the airport -- not just the three  
6 years, of being associated for literally decades.  
7 It is Chapter 9 of our lease policy where we  
8 publish the minimum operating standards.

9 We have one for aircraft leasing and rental.  
10 We have one for flight training facilities. And  
11 these are the statutory insurance requirements that  
12 people doing that activity on our airport are  
13 required to do. Next.

14 Second golden rule that we have is how do we  
15 keep this airport available for private users? We  
16 have to do this. If left unchecked, not  
17 surprisingly, left unchecked, commercial users  
18 would migrate into every available facility here  
19 and begin using it for commercial purposes and we  
20 would not have anywhere for a taxpayer who just  
21 owns an airplane to be able to keep their airplane  
22 at a hangared airport. Next.

23 Here's how we do it at our airport. These red  
24 circles are where the commercial activity takes  
25 place. Northrop Grumman, the east side, you can



1 see we've got a lot of potential upside on the east  
2 side, and a little bit over here adjacent to us  
3 where Banyan and Florida Flyers has some activity  
4 in the hangars here.

5 The yellow are the T-hangars. We -- this --  
6 you can imagine a yellow fence there, and we don't  
7 allow commercial operators to encroach into that  
8 yellow fence. Next.

9 These are the T-hangars. The ones with yellow  
10 circles are box hangars. There's an asterisk for  
11 box hangars. In the past, they've been used for  
12 both commercial and private use. But everything  
13 else are -- this is how we maintain our public use  
14 profile and comply with our public use requirements  
15 to keep this airport accessible for it. Next.

16 How do we keep this going? It's language --  
17 how do we keep commercial people out of our  
18 T-hangars? It's in our lease policy, it's in our  
19 T-hangar lease terms, and it's in our minimum  
20 operating standards. Next.

21 So these are our lease policies this makes it  
22 clear t-hangars are off limits for non -- for  
23 commercial users. It's strictly noncommercial.

24 Our lease requires this. No commercial  
25 activity shall be conducted utilizing the premises.

1 And just point of -- point of precision here,  
2 doesn't say utilize, it doesn't say conducted in  
3 the premises, not con -- no commercial activity  
4 utilizing the premises. And you've got to have the  
5 right airplane in the right hangar with the right  
6 least. Next. I'll skip over this. Next. You  
7 have to -- you can't play musical chairs with  
8 airplanes. Next.

9 So this is the FAA telling us, one, we have to  
10 have a compliance program. We have -- we are  
11 required to be self aware of what's going on in our  
12 hangars and then C is important. C is really  
13 important. Sponsors should ensure that the length  
14 of time on a waiting list of those in need of a  
15 hangar for aircraft is a minimalized.

16 When you have commercial use in the T-hangars,  
17 those T-hangars do not turn over. They don't have  
18 the typical life cycle of a person that owns a car,  
19 owns a plane the way you would own a car, and we  
20 have normal life, you know, life cycle of turnover.

21 Our waiting list is incredibly stagnant. It  
22 dates back -- we've just gone into 2019 for people  
23 on the waiting list, but another issue for another  
24 day of why that is. We know why that is, but it's  
25 an issue for another day. Next.

1           Mr. Pittman published FAQs about use of the  
2           T-hangars on the website for everybody to know. It  
3           addresses why we have a strict prohibition against  
4           commercial use. It tells them there's a place for  
5           commercial users. And when commercial users come  
6           into the T-hangars, it makes our waiting list  
7           stagnant. Next.

8           So we get to what happened. Clear -- I mean,  
9           this is about as direct as it can be. Next. Next.  
10          So these are the aircraft involved that reference  
11          that.

12          Now, this is the high performance aircraft  
13          when a student learns in a basic aircraft the gear  
14          are fixed, the propeller pitch is fixed, and the  
15          horsepower's under 200 horsepower. This is the  
16          other aircraft that's -- was advertised. It's  
17          sometimes in E-10. It's sometimes been in  
18          Hangar E-4. Next. And this is Hangar E-10 and one  
19          of the aircraft advertised is also in Hangar E-10.  
20          Next. Next.

21          Now I'm going to stop here. And this is the  
22          provision of our lease that we're traveling under.  
23          We could go across the street and spend a lot of  
24          money, do what's called a bill of pure discovery.  
25          We could get subpoena power. We could come here

1 with deposition transcripts. We could have a mini  
2 trial every time we needed to do this.

3 There comes a point when you're satisfied and  
4 the -- the executive director is satisfied that  
5 there is activity that needs to be addressed.  
6 He -- he calls it. And 30 days notice, you  
7 don't -- it's just either party can say, we love  
8 you, but we just don't want to do business with you  
9 anymore, right?

10 So, recently -- so this appeal started --  
11 there was a partial appeal -- E-4 has never been  
12 appealed, but there was an appeal I think back in  
13 May or April.

14 We had the understanding that the commercial  
15 flight school training was going to stop all  
16 together. In September/October, the  
17 Airport Authority came into information that it had  
18 continued. There were two flight instructors that  
19 had left one of our existing flight schools, took  
20 some clients with them, and were using these two  
21 hangars to conduct flight training.

22 Mr. Pittman talked to the designated FAA  
23 examiner that confirmed, yep, I -- I have a hangar  
24 here, I know where I did the pilot's -- the  
25 student's check ride, preflight inspection, all of

1 those things. So -- and Mr. Pittman also talked to  
2 some of the students and talked to two of the  
3 flight instructors.

4 Once it became clear that that activity was  
5 still occurring, Mr. Pittman changed the locks on  
6 the hangars in October. Wisely, the second flight  
7 instructor called Mr. Pittman and asked permission  
8 before he was going to have his other student take  
9 a check ride there. Wisely for him he did that.  
10 Mr. Pittman denied that.

11 So let me just finish with the order of proof  
12 because Mr. Zaczek, is represented by Jeff Ludwig,  
13 a good friend, excellent lawyer, and he's going to  
14 do a very good job of telling you why Mr. Zaczek  
15 should be here and continue to do this activity.

16 We don't have the resources to have a mini  
17 trial on this every time. And in the irony of  
18 ironies, some of the earlier enforcement compliance  
19 activity of Mr. Pittman actually allowed Mr. Zaczek  
20 himself during this time period to float up and  
21 actually come up next on the waiting list. So  
22 Mr. Pittman gave him a third new T-hangar that he  
23 came up on a waiting list, Charlie 2.

24 So Mr. Pittman's enforcement action is  
25 proportional. It addresses the hangars that are

1 involved. If this activity migrates to Charlie 2,  
2 then --

3 MR. PITTMAN: We'll be back here again.

4 MR. ROBERTS: -- we'll be back here again.

5 But we'll give him the benefit of the doubt and the  
6 opportunity to do that.

7 So, we -- we don't have the resources.  
8 You'll -- you may hear argument that, you know,  
9 we -- we fly our students to Palatka and we do a  
10 touch and go and once we touch the earth and the  
11 training starts, and then we do a touch and go at  
12 Palatka again and the training stops and we just  
13 take a sightseeing trip back to St. Augustine. We  
14 don't have -- we don't have the resources to do  
15 these lawyer fine points.

16 We -- we have obligations to protect the  
17 airport that the people that are doing this have  
18 insurance, that they meet minimum standards. And  
19 so, for all of the other flight schools, on behalf  
20 of the four other flight schools that we have here  
21 that meet the operating standards, on behalf of all  
22 the other T-hangar users that are private  
23 individual users and follow the rules, and on  
24 behalf of the Airport Authority itself, I request  
25 that you make a motion to give notice tomorrow for

1 the 35 days to end the -- the contracts for E-4 and  
2 E-10 on December 15th. That will give them 30  
3 days' notice.

4 The standard for that, if they want to go  
5 across the street and file a claim about it in the  
6 courthouse, the standard is arbitrary and  
7 capricious. We're not doing it for arbitrary and  
8 capricious purposes. We don't agree for -- with  
9 the interpretation they have about why they can  
10 continue to do this. So I -- I think we're solid.  
11 And there's a -- an attorney's fees provision in  
12 our lease agreement. And unless we have any  
13 questions, I'll knock it off. I know the hour is  
14 late.

15 CHAIRMAN PRIMROSE: All right. I think we'll  
16 bring up the appellee to present and then we might  
17 able to open it up for questions from the board.

18 MR. LUDWIG: My name is Jeff Ludwig. I am an  
19 attorney. I've known Chad for years. We're both  
20 board certified aviation attorneys. I've been  
21 coming down here on various matters before various  
22 and sundry boards for over 30 years, so I'm aware.

23 But let me first say this, I thank the three  
24 of y'all for taking the Governor's call to come in  
25 here and be board members. I think you-all are --

1 I looked at your resumes. I think you-all are  
2 eminently qualified. You're running a great board  
3 meeting here. I've seen many occur here that have  
4 not run as smoothly and as efficiently, but thank  
5 you for that. It's a long day. Let me -- let me  
6 get to the -- the kind of the meat and potatoes of  
7 this.

8 My client, Mr. Zaczek, has been a tenant here  
9 for many years. He has two hangars. The ones  
10 we're talking about, E-4 and E-10. And there was  
11 originally kind of a question -- and I don't have  
12 the ability to put up a fact sheet or a -- a  
13 PowerPoint presentation, but I would like to give  
14 you kind of what I call a -- a fact sheet. So it's  
15 kind of -- the devil's in the details in this  
16 thing.

17 And by the way, I agree with Mr. Roberts'  
18 primer on aviation law and the grant assurances and  
19 what airports are supposed to do and not do. I  
20 think he was right on the subject. So let me give  
21 you this fact sheet. This will hopefully get us  
22 through --

23 MR. ROBERTS: We'll share.

24 MR. LUDWIG: What's in question here, we have  
25 two leases: A lease for Hangar 10 and a lease for



1 E-4.

2 Now, Mr. Pittman kind of out of the blue back  
3 in -- in March, just we -- my client got a letter.  
4 It wasn't, Hey, Mr. Zaczek, I've got a concern or,  
5 hey, there's a problem here. And I kept hearing,  
6 you know, when people were talking about the  
7 leadership qualities you need in a director, it's  
8 to have a little bit of fairness, a little bit of  
9 open -- openness, and a little bit of understanding  
10 because many times these issues aren't clear as one  
11 might believe.

12 So, when this letter came through -- I think  
13 it was a letter, it wasn't an e-mail -- I back with  
14 the -- when the other board was constituted, we  
15 filed an appeal in accordance with -- now this one  
16 has to do with one of the hangars. The other one's  
17 very similar. And it has attached the lease we're  
18 talking about, and as Mr. Roberts said, it does  
19 have a 30-day termination for whatever reason.  
20 Whatever reason, we don't like the color of the --  
21 of the shirt you're wearing, we can terminate you.

22 A little -- a little stiff. There's no notice  
23 provision in there. Under part 83 of the  
24 Florida Statutes, this is a commercial lease, and  
25 pretty much what you sign, you agree to, and you

1 have to live with it. But let's talk a little bit  
2 about these airplanes.

3 All these airplanes that Mr. Roberts showed  
4 pictures of up there, they're two 172s, there's one  
5 Piper Lance, which by the way is not here now, it's  
6 up in New York, and a Taylorcraft, a cute will  
7 taildragger. And it's -- it's on a picture of a  
8 lift.

9 All the leases and the company that owns these  
10 planes, a hundred percent owned by Mr. Zaczek.  
11 He's the hundred percent owner. And having  
12 airplanes in LLCs individually is not uncommon.  
13 Most aviation attorneys represent that -- or advise  
14 their clients to put these in single purpose LLCs.  
15 So this own ownership situation you see is by no  
16 means unusual.

17 Now, the company -- and they're all owned --  
18 as you'll see down there, they're all owned by  
19 Diaz, LLC. The -- the leases, however, one lease  
20 is by Cherokee 140, one is by BGM Aviation. So you  
21 have two hangars, E-4 or E-10, with these airplanes  
22 in them.

23 So I think the ownership issue we overcame.  
24 The last board meeting we were at, the chairman at  
25 the time asked us to provide Mr. Roberts with

1 common ownership. I sent him tax returns, LLC  
2 certificates -- one of them's a New York LLC. I  
3 sent all those. So I think there's no question  
4 that these airplanes are owned by a common owner  
5 and the common owner also holds the lease.

6 But one thing when the -- the Facebook  
7 posting. If you look at it closely, there are two  
8 things missing from that Facebook posting. One, it  
9 doesn't say anything about St. Augustine Airport.  
10 It has pictures of these planes, but it doesn't  
11 have any mention of St. Augustine Airport, going  
12 out of St. Augustine.

13 The other thing, it doesn't say flight school.  
14 I mean, we agree we cannot run a flight school in  
15 competition with your good flight schools here that  
16 pay extra fees, they have insurance requirements,  
17 all of the things that Mr. Roberts talked about, a  
18 higher standard level to have a flight school.

19 Now, I will tell you, for about seven or eight  
20 days, and through kind of inartfulness, there --  
21 and this goes back to March, March, there was about  
22 seven days where people came out and used the  
23 airplanes with a flight instructor. Mr. Zaczek  
24 never ever has charged any money or rental or  
25 anything like a flight school does to rent an

1 airplane here. He's never done that.

2 And I think the other thing, too, about this  
3 flight instruction, look down here, they're --  
4 they're the players. I say players. There are  
5 four players: Mr. Zaczek, Katob, who is an  
6 employee of his who's a flight instructor, Brad --  
7 both of them are here -- who's a flight instructor,  
8 and Justin.

9 Well, Katob took his fiancée flying and  
10 gave -- gave her flight lessons. I mean, he didn't  
11 charge her. Mr. Zaczek didn't charge her. There  
12 was no -- there was no commercial activity. It's  
13 like I own an airplane, I'm a flight instructor, I  
14 can give you flight instruction in my airplane off  
15 of -- and I'm based at Herlong, and it would not be  
16 violating or a violation of the rules of Herlong.  
17 I'm free to do what I want with my airplane. What  
18 he's doing was not commercial. No charge. No  
19 money.

20 By virtue of commercial, it means, you go in  
21 there, you pay \$60 an hour for your flight  
22 instruction, you pay \$150 an hour wet for your --  
23 maybe more now, for your 172. After your hour  
24 instruction, you go into the flight school, they  
25 add it up, you give them your credit card or write

1 a check or give them cash and you do it. That did  
2 not happen here. It wasn't commercial.

3 There was use and there was flight  
4 instruction, but it was flight instruction for  
5 family, friends, girlfriends -- in fact, I found  
6 out by talking to my client, maybe there were two  
7 girlfriends involved in one of these. And also  
8 Brad flies with Mr. Zaczek's husband. Again, comp,  
9 no -- no compensation.

10 Now, Mr. Roberts brings up an interesting  
11 point. He said, well, we can't be the arbitrators  
12 of go flying over to here and doing this and that.  
13 But I think that clearly, clearly this one Justin  
14 guy takes one of these airplanes, opens the hangar  
15 door, I think it's E-4, opens the door, pulls it  
16 out, puts his car in the hangar, which is very  
17 common, he flies not to -- he flies up to Craig.  
18 He has a student at -- flies that plane to Craig.  
19 Does his training off of Craig airport, then comes  
20 back to St. Augustine, puts the airplane in the  
21 hangar. That's not flight training off of  
22 St. Augustine. It's use of an airplane, which you  
23 cannot regulate the use of the airplane unless it  
24 involves commercial activity. This is not  
25 commercial activity, I submit to you off of

1 St. Augustine Airport. It simply is not.

2 Now, very interesting. And I think this is  
3 kind of -- kind of a way to put it. Mr. Pittman  
4 here complained about the wrong airplanes in the  
5 wrong hangar. Sometime -- they had tools in one of  
6 the hangars. The other one's just storage. It's a  
7 multi-lift; I'm going to show you pictures here.

8 On the day that Mr. Pittman did his  
9 inspection -- oh, by the way, he said he completed  
10 his compliance inspections. The only two that  
11 we're aware of on the day, I think it was the 16th,  
12 he -- he went in after us. Then he decides, well,  
13 maybe I ought to go look at everybody else, but  
14 he -- this was a target on the day and he found two  
15 airplanes that -- that a hundred percent owned by  
16 Mr. Zaczek that were cross-hangared.

17 And if fact, these are in a row. I think  
18 there's six or seven hangars. And E-4 and E-10 are  
19 separated by two hangars. In other words, you go  
20 down a row and they're like 50 feet from each  
21 other. So they just got swapped around on that  
22 particular day. He goes marching in there and  
23 takes his pictures. Ah, I got them again.

24 Let me show you. We have 24/7, 365-a-day Ring  
25 cameras. This -- here are the pictures taken today

1 and these are the airplanes we're talking about. A  
2 lot better pictures than by the way.

3 Notice E-4, the airplanes that are in  
4 question, right where they should be after the  
5 maintenance. And the reason that airplane's up in  
6 the air, there's a little lift in there so they can  
7 get the wings over each other.

8 So that is the one airplane. And if you look  
9 at the numbers on the airplanes he owns, you'll see  
10 which hangar they belong into and you'll see  
11 they're exactly where they should be. So you don't  
12 have some guy running airplanes around like, you  
13 know, we've been led to believe and switching  
14 hangars around. That's just not the case.

15 Now, on the day of Mr. Pittman's, we can go  
16 back, we can pull pictures for 365 days, 24 hours a  
17 day. We can show you that these airplanes I'd say  
18 99 percent of the time always lived where they  
19 should live in accordance with the lease that if  
20 you look at -- you know, I mean, y'all are kind of  
21 a little bit new to this stuff, but if you look on  
22 that lease agreement that I attached to my appeal,  
23 you'll see at the very end at the top upper  
24 left-hand corner, it lists what airplane's supposed  
25 to be in what hangar.

1           Now, one of the airplanes, Mr. Zaczek advised  
2           the Airport Authority that he was going to move --  
3           there are four airplanes involved, and that he was  
4           going to move one around. And it was acknowledged.  
5           I -- I didn't make copies of it because I didn't  
6           know exactly. All it said was appeal on here and  
7           I'm sure it was about us.

8           But what triggered all of this in the  
9           beginning was the Florida Aviation flight school,  
10          one of four or five here. The lady came and I  
11          think complained to Mr. Pittman, Hey, these guys  
12          are doing this, look at the Facebook ad.

13          And again, if you look at the Facebook ad,  
14          there's nothing about St. Augustine Airport. It's  
15          got pictures of these planes, but it doesn't say  
16          we're doing it. Again, never a commercial  
17          activity.

18          This was just a tenant in there. He's not  
19          trying to compete. He knows he's not supposed to  
20          compete. He's not a flight school. And I'm just  
21          telling you there was no intention.

22          Now, interestingly enough, and I'm going to  
23          leave it at this, the company that is complaining,  
24          Florida Aviation, today, today, on their website,  
25          see that little airplane sitting on the lift?



1 They're -- they're showing this as a rental. This  
2 is on the complainer's website. They're showing  
3 that one of Mr. Zaczek's airplanes is for rent.

4 So we're not sneaking around trying to do  
5 anything improper. We've always paid rent on time.  
6 In fact, believe it or not, Mr. Zaczek's company  
7 provided the steel and the aluminum and the  
8 structure for some of these hangars out here. His  
9 company was one of the suppliers for hangars out  
10 here not very long ago. So not only is he a  
11 tenant, but he also does business with the good  
12 people here at the St. Augustine Airport. So he's  
13 not trying to do anything underhanded.

14 And I could go on and on. There's some other  
15 facts here, but I think you've got a flavor of  
16 what's going on here. And I would ask you when you  
17 have your discussion here, my request is you deny  
18 the termination of these two hangars based upon  
19 allegations of wrong airplanes in wrong hangars and  
20 commercial activity, which there was none. There  
21 was no money transferred.

22 Thank you, guys. And I'll be glad to answer  
23 any questions. I have the two flight instructors  
24 here to answer questions, but I don't think they  
25 are going to add much more want to the

1 conversation. Maybe which girlfriend they were  
2 flying, I don't know, so.

3 CHAIRMAN PRIMROSE: Well, thank you for that.

4 MR. WALKER: So, through the Chair to the  
5 board members. Just for clarity, I know this -- I  
6 don't know if you guys have done this before in an  
7 appeal setting or not, but you are now acting in  
8 what's called on quasi-judicial capacity, okay?

9 And what the statute says is basically you  
10 need to make a decision on appeal based upon the  
11 competent evidence that is in the record. I'm  
12 going to go ahead and presume that Mr. Roberts'  
13 presentation and Mr. Ludwig's -- Ludwig, correct?

14 MR. LUDWIG: Ludwig, yes.

15 MR. WALKER: Ludwig information is part of the  
16 record, and you are more than welcome to request  
17 testimony.

18 Anything you decide will need to be based on  
19 the information that is in the record or witness  
20 testimony. So prior information, correspondence,  
21 anything else, you should not necessarily consider.  
22 But I wanted to make sure that the board is aware  
23 that you are acting in that capacity here at this  
24 point in time.

25 MR. LUDWIG: And if I can call a witness, I --

1 can I take one minute and just call one witness?

2 MR. WALKER: You can. You would need to  
3 administer an oath.

4 MR. LUDWIG: Through the Chair?

5 CHAIRMAN PRIMROSE: Yeah, I think that -- that  
6 may be good to -- is the witness going to be  
7 Mr. Zaczek?

8 MR. LUDWIG: Well, it was going to be  
9 Mr. Zaczek and also -- and by the way, the two  
10 flight instructors that I told you about, you know,  
11 they're employees of Mr. Zaczek. They work for  
12 him.

13 CHAIRMAN PRIMROSE: Okay. So let's do this  
14 real quick. Jerry, did you need to go at a certain  
15 time? Because I think we still have a quorum with  
16 three, correct?

17 MR. WALKER: You -- yes, you started the with  
18 a meeting with a quorum. You would a quorum with  
19 three, yes.

20 CHAIRMAN PRIMROSE: So if you need to leave, I  
21 don't want to hold you up from your anniversary.

22 MR. DEDGE: If I can, absolutely.

23 CHAIRMAN PRIMROSE: Yeah, that's why I wanted  
24 to -- I wanted to see if you wanted to leave before  
25 we --

1 MR. DEDGE: Do we need to -- do we need to  
2 make a --

3 CHAIRMAN PRIMROSE: I think we're still going  
4 to do this, but if you needed to leave, I was just  
5 going to give you a chance to --

6 MR. DIPOLA: We need three, anyway. So --

7 CHAIRMAN PRIMROSE: We've got a quorum.  
8 That's what I was going to say. We have a quorum  
9 if you wanted to leave. So we can continue to vote  
10 on things as long as --

11 MR. DEDGE: All right.

12 CHAIRMAN PRIMROSE: -- nobody else leaves. So  
13 I just wanted to make sure you --

14 MR. DEDGE: I would love to. I would love to.  
15 I want to know where his hangar is because if he's  
16 just letting people fly an airplane, I would -- I'd  
17 just love to go get it for free. No, thank you.

18 CHAIRMAN PRIMROSE: Happy anniversary.

19 MR. DEDGE: Thank you.

20 CHAIRMAN PRIMROSE: And we will see you in  
21 December. And have a happy Thanksgiving. And by  
22 the way, thank you for your service tomorrow. I  
23 hope you enjoy your Veterans Day.

24 MR. DEDGE: It will be at Anastasia Baptist  
25 Church doing a veterans program. You're invited.

1 10:00.

2 CHAIRMAN PRIMROSE: Well, thank you.

3 MR. DEDGE: Everybody.

4 CHAIRMAN PRIMROSE: I've got my son's first  
5 dentist appointment tomorrow, so it's at 10 a.m.,  
6 so I might need a baptism tomorrow.

7 MS. SANTIAGO: Let me know how much time  
8 you're giving the witnesses.

9 MR. DEDGE: Thank you, Mr. Chairman. It's my  
10 anniversary, folks, and I'm -- I'm late right now.

11 MR. LUDWIG: I'd get out of here.

12 MR. DIPOLA: I have a procedural question  
13 before --

14 MR. LUDWIG: Yes, sir.

15 MR. DEDGE: Thank you, Mr. Chairman. I  
16 appreciate you. My wife appreciates you.

17 (Mr. Dedge exits the meeting.)

18 CHAIRMAN PRIMROSE: You can ask your  
19 procedural question.

20 MR. DIPOLA: Can we -- if there are prior  
21 questions we have to other outside information that  
22 we'd like considered, can we ask that question so  
23 that it be part of the record or clarified?

24 MR. WALKER: So, through the Chair to the  
25 member, the answer is no. The witnesses that will

1 be presented today are the witnesses that the --

2 MR. ROBERTS: But we can cross.

3 MR. WALKER: You can cross.

4 MR. ROBERTS: And I will.

5 MR. WALKER: So, to be clear, you have to  
6 consider the information that is brought before you  
7 in this setting. You are acting like any judge,  
8 right? So you're at -- you, you know, review. The  
9 witnesses will be sworn in. You know, there'll be  
10 questions of the witnesses. There'll be a  
11 cross-examination of the witnesses. And then at  
12 the end of the day, the Authority can either make a  
13 decision here, it can review the information,  
14 retain and -- and issue a decision and the next  
15 thing to review the record. But the only  
16 information the board is allowed to consider for  
17 purposes of this is the information that is  
18 presented here today.

19 CHAIRMAN PRIMROSE: Are you good?

20 MR. DIPOLA: Yeah.

21 CHAIRMAN PRIMROSE: Okay. You wanted to ask  
22 how much time we're going to allow for the direct  
23 and cross-examination?

24 MR. WALKER: So through the Chair, that's a  
25 due process question, so, you know, I would be very

1 careful about limiting times on cross and exam --  
2 you know, examinations, cross-examinations. It  
3 should be something that --

4 CHAIRMAN PRIMROSE: Can -- yeah, can we -- I  
5 mean, can we do something like we start with the  
6 first round of direct and cross being capped and if  
7 we need to go to a second round, we can offer some  
8 more time?

9 MR. WALKER: Certainly.

10 CHAIRMAN PRIMROSE: Okay. All right. Here's  
11 what I'm going to do. Just to be very very --  
12 we're going to five minute -- or, excuse me, 10  
13 minutes on direct examination and cross-examination  
14 for the first round. If we need to go to a second  
15 round, we can give five and five.

16 MR. LUDWIG: Thank you, Mr. Chairman.

17 CHAIRMAN PRIMROSE: Are you good?

18 MR. WALKER: Uh-huh.

19 CHAIRMAN PRIMROSE: Okay. Before you do that,  
20 we do have to swear in the witness, is what I was  
21 told.

22 MR. WALKER: That is accurate, yes, sir.

23 CHAIRMAN PRIMROSE: So if you don't mind  
24 raising your right hand sir. Do you swear or  
25 affirm that the testimony you're about to give is

1           the truth, the whole truth, and nothing but the  
2           truth?

3           MR. ZACZEK: I do.

4           CHAIRMAN PRIMROSE: All right. Thank you.

5                           DIRECT EXAMINATION

6 BY MR. LUDWIG:

7           Q     Would you state your name for the record,  
8           please?

9           A     Brian Zaczek, 8324 AlA South, St. Augustine,  
10          Florida.

11          Q     Do you lease hangars here in St. Augustine,  
12          airport?

13          A     I do.

14          Q     Which two do you lease?

15          A     What is it? Echo 4, Echo 10.

16          Q     And what companies do you a hundred percent  
17          own that have aircraft in those hangars?

18          A     BGM and Cherokee 140.

19          Q     And which company that is on the fact sheet  
20          owns the airplanes?

21          A     Diaz. Now, sir, what -- how much money have  
22          you received leasing or renting airplanes out of those  
23          two hangars?

24          A     None.

25          Q     And why would you let somebody -- explain -- I



1 think everybody has the big question. Why would you do  
2 that, allow somebody to use that airplane that you own  
3 with no compensation?

4 A Katob so he flies our jet for us. When he's  
5 not flying our jet, he flies his girlfriend in our 172s.  
6 He works on our 172s. He works on our Lances. He works  
7 on our Navajo. Works on our other planes. When he's  
8 not working on them, he flies them. It's as simple as  
9 that.

10 Q Is there another flight instructor involved  
11 that --

12 A Justin.

13 Q -- on the fax sheet? Okay. Tell me what  
14 Justin does, and is he -- how does he use your  
15 airplanes?

16 A Justin does not work for me. Justin uses the  
17 airplanes, taking the airplanes out of the hangar in  
18 St. Augustine and flying them to Craig, picking up a  
19 student. The student pays Justin. Justin returns the  
20 airplane back to St. Augustine.

21 Q Is that part -- do you get paid for that  
22 usage?

23 A I get paid from Justin for that usage.

24 Q Okay. But is it for flight time or how -- how  
25 are you compensated?

1           A       I am compensated from the time he takes -- I  
2 believe the time that he picks the student up and  
3 returns the student to Craig.

4           Q       **Are there FlightAware --**

5           A       Yes.

6           Q       **-- logs that show these flights up to Craig?**

7           A       I brought the FlightAware logs with me. They  
8 show the plane leaving here going directly to Craig,  
9 picking up in Craig, doing a flight training mission,  
10 returning back to Craig, coming back to St. Augustine.  
11 It's time after time after time again. With cameras in  
12 those hangars as well. Look at the cameras. Go back --  
13 go back 360 days and look inside the hangars. You guys  
14 are more than welcome to the cameras.

15          Q       **And are those -- are those cameras record --**  
16 **would record him going in and out of the hangar?**

17          A       A hundred percent.

18          Q       **Does it show him putting his car in when he**  
19 **leaves?**

20          A       It does.

21          Q       **And it's all time-stamped?**

22          A       It is.

23          Q       **And to the best of your knowledge and would it**  
24 **be your testimony that the FlightAware log and the**  
25 **timestamps on the Ring cameras match?**

1           A       Well, I showed you that today.

2           Q       Well, yes or no?

3           A       Yes.

4           Q       Okay. Why -- other than being nice and  
5 allowing use of your airplane because they're your  
6 employees, is there any other reason why you do  
7 something like this?

8           A       When I was growing up, I didn't have the funds  
9 to fly airplanes. These guys don't have the funds  
10 coming up right now to do what they want to do. I'm in  
11 a position where I can give back to the aviation  
12 community.

13          Q       It was -- was that your altruistic reason, to  
14 give back?

15          A       Yes.

16          Q       Okay. Now, when this situation first evolved  
17 in the beginning of the year, did you have any calls or  
18 any e-mails or anything before Mr. Pittman sent you his  
19 letter of termination?

20          A       Zero. It was an in -- an immediate  
21 termination letter. We did hear things before that they  
22 were giving other people in hangars chances to clean  
23 things up with stuff that was inside the hangars.  
24 That's the only thing that we heard.

25          Q       But yours was just use a unilateral

1       **termination?**

2           A       100.

3           **Q       When you received that notice from**  
4       **Mr. Pittman, what did you do?**

5           A       We reached out to him with a meeting in his  
6       office. Reached out to him again and kept getting  
7       denied. That was when we were asked to get an attorney.

8           **Q       Did he give you any explanation why he was**  
9       **denying you?**

10          A       No. The whole -- we have that document on his  
11       e-mail.

12          **Q       Just the e-mail?**

13          A       Just the e-mail.

14          **Q       No, Hey, you can't do this?**

15          A       No.

16          **Q       Stop it. He didn't do that?**

17          A       No.

18          **Q       Mr. Pittman just cut it off; is that correct?**

19          A       Correct.

20          **Q       Okay. So, did that cause you to hire me to**  
21       **appeal this?**

22          A       Of course.

23          **Q       And we've already been before the board one**  
24       **time, sir?**

25          A       In March.

1           Q     Do you know any other -- since March, has  
2     there been any -- other than this flying up to Craig and  
3     coming back, has there been any other commercial  
4     activity or compensation on your airplanes from that day  
5     forward?

6           A     Zero.

7           Q     And is it the day -- as we sit here today,  
8     there was no --

9           A     Zero.

10          Q     -- compensation. Is it your intent to run a  
11     flight school?

12          A     None.

13          Q     Was it ever your intent to run a flight  
14     school?

15          A     No.

16          Q     Okay. You posted that Facebook posting?

17          A     Yes.

18          Q     Okay. Did it say anything about going off of  
19     St. Augustine Airport?

20          A     It did not.

21          Q     Did it saying anything about a flight school?

22          A     No.

23          Q     Just that you are going to allow use of your  
24     airplanes?

25          A     Correct.

1           Q     Okay. That's all I have.

2                     MR. ROBERTS: If I could.

3                                 CROSS-EXAMINATION

4     BY MR. ROBERTS:

5           Q     If I could. You purchased the LLC that owns  
6     the Taylorcraft, right?

7           A     I purchased the LLC that owns the Taylorcraft,  
8     correct.

9           Q     And in October, the hangar that was supposed  
10    to have the Taylorcraft in fact had a twin-engine Piper  
11    Navajo in it, right?

12          A     It did.

13          Q     And the Taylorcraft that was supposed to be in  
14    that hangar, you were subleasing over to Liam's hangar,  
15    correct?

16          A     That's correct.

17          Q     All right. Without an assignment, without  
18    telling the Airport Authority, you just moved it around?

19          A     No.

20          Q     Okay.

21          A     Liam had a lease with us. Liam can speak to  
22    this. He had a lease with me and it was turned in to  
23    Cindy at the time.

24                     UNKNOWN SPEAKER: No.

25                     CHAIRMAN PRIMROSE: Wait. Time out. Time

1 out. You just have to answer the question.

2 MR. ZACZEK: Oh, sorry, sorry, sorry.

3 BY MR. ROBERTS:

4 Q And to be clear, part of your compensation to  
5 the three flight instructors that do work for you, part  
6 of that compensation is to allow them to use these  
7 aircraft for themselves to go conduct flight training up  
8 at Craig, right?

9 A One.

10 Q Okay. You don't have an operating authority  
11 with Craig, do you, sir?

12 A I don't believe I need one.

13 Q You don't have an operating authority with  
14 Craig, do you?

15 A Correct.

16 Q And you don't have an operating authority with  
17 us, do you?

18 A Correct.

19 Q Okay. And flight training's being conducted  
20 with these aircraft, correct?

21 A Yes.

22 Q Okay. And you posted the Facebook that cited  
23 the rates for rental.

24 A Correct.

25 Q No dispute about that, right?

1           A       Correct.

2           Q       Hourly specific rates for rental.

3           A       Uh-huh.

4           Q       You don't have an operating authority with us  
5 to rent aircraft, do you, sir?

6           A       We don't. We were testing the waters to see  
7 if it was out there an interest.

8           Q       Okay. Do you understand that's a  
9 lease-terminating event when you put a Facebook post up  
10 like that and you offer planes for rent from our  
11 T-hangars? Do you understand that's a lease-terminating  
12 event?

13          A       I understand that, but it was not listed out  
14 of your T-hangars.

15          Q       Well, you showed the picture out of E-4,  
16 correct?

17          A       So did the flight school next door.

18          Q       And -- and the Lance, you kept from time to  
19 time in E-10 as well, correct?

20          A       And there was a lease agreement for that being  
21 in -- in 10. The Lance and the Navajo that you referred  
22 to that were in 10 both had dual 4 and 10. There's  
23 lease agreements in both of them. I have them if you'd  
24 like to see them.

25          Q       There were rental agreements; there weren't



1     **lease agreements, right?**

2           A     They're lease agreements.

3           Q     **Okay. Well, the airport doesn't have them.**

4           A     It's the airport's lease agreement where they  
5     sub -- with a paper Cindy gave us back then to make sure  
6     that the plane that was going from this hangar to this  
7     hangar, she wanted it to have one for each hangar.

8           Q     **In fact, Mr. Pittman did in fact send you a**  
9     **lease termination notice for E-4 and E-10 back in March.**

10          A     Correct.

11          Q     **Okay. So you did get a notice and he told you**  
12     **why the leases were being terminated, correct?**

13          A     No. Oh, yes. It said it right in the  
14     paperwork.

15          Q     **So you did -- you did in fact get a notice**  
16     **from Mr. Pittman, he told you why they were being**  
17     **terminated, fact? You agree?**

18          A     Yes.

19          Q     **Okay. So he did to do that. And one was**  
20     **for --**

21          A     Wrong airplanes in the hangar.

22          Q     **Wrong airplanes in the hangar. And the wrong**  
23     **airplanes were in the hangar, were they not?**

24          A     They were not.

25          Q     **Okay.**

1           A       We gave you the lease agreements back that  
2 showed that they were in the right hangars --

3           Q       Okay.

4           A       -- the last time we were here.

5           Q       All right. I don't think we've seen a lease  
6 agreement for a Navajo. I don't thing we've seen a  
7 lease agreement for --

8           A       Would you like me to grab them?

9           Q       Well, sure. I'd put them into evidence.

10          A       Okay.

11          Q       Lease agreements, okay? I think for this, I'd  
12 like to reserve the time to just solicit a little bit of  
13 testimony from Courtney and Linda, who spoke with the  
14 FAA designated examiners, and I think we have enough for  
15 this.

16                   CHAIRMAN PRIMROSE: You're done with your  
17 cross?

18                   MR. ROBERTS: I am.

19                   CHAIRMAN PRIMROSE: Any redirect, Mr. Ludwig?

20                   MR. LUDWIG: Yes.

21                   CHAIRMAN PRIMROSE: I'll limit that to five  
22 minutes.

23                   MR. LUDWIG: Okay. We're going to provide  
24 you --

25                   MR. ZACZEK: That's the lease agreements.

1 MR. ROBERTS: For Navajo.

2 MR. ZACZEK: Yeah. We've -- we provided those  
3 to you.

4 MR. ROBERTS: A lease agreement for a Navajo?

5 MR. ZACZEK: Yes.

6 MR. LUDWIG: While he's looking for that, I'm  
7 going to --

8 MR. ZACZEK: You want the Lance as well?

9 MR. ROBERTS: Anything you have that's a lease  
10 agreement with the Airport Authority for a Navajo  
11 or the Lance signed by someone at the airport.

12 MR. ZACZEK: Well, you're talking about two  
13 different things. This is a lease agreement from  
14 company to the hangar. This is what Cindy asked us  
15 to do on top of other things. That one. I'm  
16 looking for the Navajo.

17 MR. LUDWIG: This is the lease agreement. And  
18 let me put this on the record. I'm handing an  
19 exhibit to BGM for Hangar 10. This is the lease  
20 agreement that was -- was this -- let me get this  
21 testimony.

22 REDIRECT EXAMINATION

23 BY MR. LUDWIG:

24 Q Was this lease agreement provided to you by  
25 St. Augustine Airport Authority?

1           A       Yes.

2           Q       Okay. And -- and how did you come about  
3       getting this lease agreement?

4           A       So, on top of the Airport Authority lease  
5       agreements, they put the airport -- this is from the  
6       Airport Authority to us to lease the hangars. They put  
7       the aircraft here.

8                   When you're moving the aircraft, it was told  
9       to us by Cindy, which was the old lady we dealt with in  
10      the Airport Authority, that you signed what he just  
11      passed out to show where that airplane is going. So  
12      there was multiples of them per lease agreement. You're  
13      calling the lease agreement on a hangar different than  
14      I'm calling a lease agreement on the airplanes.

15                  MR. ROBERTS: So, just so the record's clear  
16      for the court reporter, what's been presented is a  
17      rental agreement between not the Airport Authority,  
18      but Mr. Diaz and his own LLC, all right? So that's  
19      what we're talking about. There's no --

20                  CHAIRMAN PRIMROSE: Hold on a second. For the  
21      record --

22                  MR. ZACZEK: That's the Navajo.

23                  CHAIRMAN PRIMROSE: Just one second, guys.

24                  MR. ROBERTS: Yeah.

25                  CHAIRMAN PRIMROSE: Mr. Ludwig, you presented

1 to us first an appeal in accordance dated  
2 April 3rd, a packet of information.

3 MR. LUDWIG: Yep.

4 CHAIRMAN PRIMROSE: I'm going to label this,  
5 because I want to give it to Linda, I'm going to  
6 label it E-1.

7 MR. LUDWIG: Okay.

8 CHAIRMAN PRIMROSE: And then you gave us your  
9 Ring camera footage. I'm going to label this E-2.  
10 You haven't talked about this e-mail yet, so hold  
11 on. Your -- you've referenced a lease agreement  
12 that Mr. Zaczek was just mentioning. We're going  
13 to label that E-3.

14 MR. LUDWIG: And let me add to that, that will  
15 be a composite that notice, that notice, the send  
16 number -- see the end number?

17 CHAIRMAN PRIMROSE: Yeah, 5669V.

18 MR. LUDWIG: Okay. Here's the same thing for  
19 the other one that was given to the  
20 Airport Authority.

21 CHAIRMAN PRIMROSE: I'm going to label that  
22 E-4, then. All right. And then, just so that  
23 we're clear, this e-mail that you've handed, I'm  
24 going to label E-5.

25 MR. LUDWIG: Okay.

1 MR. DIPOLA: And the fact sheet.

2 CHAIRMAN PRIMROSE: The fact sheet? Oh, yeah,  
3 I'm sorry.

4 MR. DIPOLA: E-6?

5 CHAIRMAN PRIMROSE: Yeah, the fact sheet will  
6 be E-6. And I've got notes on mine, so we just  
7 need to get a separate.

8 MR. LUDWIG: Yeah, I have another clean one  
9 for you.

10 CHAIRMAN PRIMROSE: You have a clean copy?  
11 Okay. So if you guys can label that one E-6,  
12 that'd be great. Okay. So let's go back to E --  
13 E-3 right now because you want to talk about E-3  
14 and E-4.

15 MR. LUDWIG: Yeah, this is --

16 CHAIRMAN PRIMROSE: The two different lease  
17 agreements.

18 MR. LUDWIG: -- two different lease  
19 agreements.

20 BY MR. LUDWIG:

21 Q Sir, let's go back to the lease -- it's called  
22 a lease agreement. This is not the same agreement that  
23 the master lease was with the airport back in the  
24 beginning, is it?

25 A No. So the Airport Authority has their

1 standard lease that we've all seen. When you're leasing  
2 an airplane from an entity to another entity, Cindy  
3 wanted us to have a lease agreement.

4 I sent her a lease agreement. She denied the  
5 one I sent to her. She provided this one to us to use  
6 as a mechanism to change -- change the aircraft between  
7 hangars to hangars and to have it in the hangar that you  
8 leased -- you had a lease agreement with. So if Diaz  
9 Aviation owned the airplane and BGM has it in their  
10 hangar, Cindy wanted to see the paper trail going from  
11 Diaz to BGM.

12 Q Now, just for the record, who is Cindy.

13 A What was Cindy's title?

14 MR. ROBERTS: Cindy Hollingsworth?

15 MR. ZACZEK: Yeah.

16 MR. ROBERTS: Was an employee, former employee  
17 of the Airport Authority.

18 BY MR. LUDWIG:

19 Q And what was -- do you know what her capacity  
20 was? She worked in the office or what?

21 A She worked in the office doing all of this,  
22 handling the T-hangars.

23 Q She's no longer with the Airport Authority?

24 A She's no longer with the Airport Authority.

25 Q Okay. So this was back in earlier this year,

1     **sir?**

2           A     No.   Two years ago.

3           Q     Two years ago, they had it?   Okay.   So the  
4     Airport Authority had these agreements?

5           A     Sure.

6           Q     At the request of one of the administrative  
7     people up there?

8           A     Yes.

9           Q     Okay.   Did you think you needed to provide  
10    anything else?

11          A     No.

12          Q     Okay.   Okay.   Now, let me address this.

13               CHAIRMAN PRIMROSE:   E-5, the e-mail.

14    BY MR. LUDWIG:

15          Q     Mr. Roberts is probably going to talk about  
16    this.   There was some discussion about the designate --  
17    the person that gives the authority to somebody who is a  
18    student called a designated pilot examiner.   And  
19    Mr. Roberts mentioned that Mr. Pittman talked or had a  
20    conversation with this gentleman.   Where does this  
21    gentleman have -- where -- how do you know him?

22          A     The hangar's directly across from us and he's  
23    a DPE.   He's gave my son-in-law his lessons.

24          Q     So, a student after he takes his training,  
25    would go present himself to this gentleman and take a



1     **check ride?**

2             A       Yes.

3             Q       And then he has the authority to issue a  
4     **license or not issue a license; is that correct?**

5             A       Correct.

6             Q       And what is your understanding as far as  
7     **giving, quote, students a license? Who did he give a**  
8     **license to?**

9             A       Brad's girlfriend at the time.

10            Q       **Okay.**

11            A       And I don't know if he gave another one. I  
12     believe he gave another one -- and I don't know who the  
13     guys would be. One of Justin's guys or one of Justin's  
14     guys he was doing out of Craig.

15            Q       **Did he travel to Craig to do that?**

16            A       That, I don't know the story on. I know there  
17     was a discussion between him and Mr. Pittman on -- I  
18     believe he traveled to Craig. The guy didn't get his --  
19     went into a discontinuance and there was talk about  
20     doing it -- you might know more about is this.

21            Q       **No, no, you can't.**

22            A       Sorry. I think the second one got done at  
23     Atlantic here at St. Augustine. That's when Jay told us  
24     that he had talked to Mr. Pittman and said he cannot be  
25     stopped from giving flight -- flight -- he cannot

1 stop -- he cannot -- Mr. Pittman cannot stop him from  
2 doing that at St. Augustine. He doesn't have the  
3 authority to do that. He didn't want to travel to Craig  
4 to do the second test. He used one of our planes I  
5 believe in St. Augustine at -- at Atlantic to administer  
6 the DPE test.

7 CHAIRMAN PRIMROSE: Do you have any further  
8 questions or redirect?

9 MR. ROBERTS: Briefly.

10 CHAIRMAN PRIMROSE: I'm just making sure he's  
11 done.

12 MR. LUDWIG: I'm done. Thank you. No, we're  
13 done. So let's --

14 CHAIRMAN PRIMROSE: Mr. Roberts.

15 RECROSS EXAMINATION

16 BY MR. ROBERTS:

17 Q So, to be clear, Mr. Lawrence did the verbal  
18 part in her exam in the conference room at Atlantic.

19 A Who?

20 Q The verbal part of her exam, the DPE conducted  
21 in the conference room in Atlantic, right? Correct?

22 A I don't know.

23 Q Okay. Okay. I thought you just said that the  
24 DPE said he had done her exam over in the Atlantic --

25 A I don't think we're talking about the same

1 person.

2 Q Okay. These two, I'm going to call them  
3 rental agreements, they're what E --

4 CHAIRMAN PRIMROSE: E-5 -- E-3 and 4.

5 BY MR. ROBERTS:

6 Q All right. These purport to be rental  
7 agreements for a twin-engine Navajo for \$10 an hour.

8 A Uh-huh.

9 Q You lease to the public a Navajo for \$10 an  
10 hour?

11 A Not to the public. It's company to company.

12 Q Okay. And you lease a Lance for \$10 an hour.

13 A And it was from one of my companies to the  
14 other side of the company and Cindy said something had  
15 to be in the book.

16 Q All right. And -- and Mr. Curoga (phonetic) a  
17 pays you for the use of the aircraft that he conducts  
18 training in.

19 A When he's in Craig.

20 MR. ROBERTS: Thank you. No further  
21 questions, thanks.

22 CHAIRMAN PRIMROSE: Okay. That concludes your  
23 testimony. Did you want to call another witness?

24 MR. LUDWIG: One real quick.

25 CHAIRMAN PRIMROSE: Okay. Please. You're --

1 MR. LUDWIG: You're dismissed.

2 CHAIRMAN PRIMROSE: All right. Please bring  
3 the next witness up and we've got to swear him in.

4 Yeah. All right. Please raise your right  
5 hand. So you swear or affirm that the testimony  
6 you're about to give is the whole -- is the truth,  
7 the whole truth, and nothing but the truth?

8 THE WITNESS: I do.

9 CHAIRMAN PRIMROSE: All right.

10 REDIRECT EXAMINATION

11 BY MR. LUDWIG:

12 Q Would you please state your name for the  
13 record?

14 A Yeah, I'm Katob (unintelligible).

15 Q All right. And what do you do for a living?

16 A I'm a pilot, flight instructor.

17 Q Okay. Who do you work for?

18 A Mr. Zaczek, his company.

19 Q Do you use any of these, let's just call, any  
20 of these airplanes that Mr. Zaczek's companies owns? Do  
21 you fly them?

22 A I fly them for myself and for the company and  
23 for him.

24 Q Okay. Are you a salaried?

25 A I'm a salary for almost three years now.

1           Q     Do you consider use of any of these airplanes  
2     as compensation?

3           A     No.

4           Q     Okay. Who -- who have you been in the  
5     airplane with? You have a fiancée?

6           A     Yes. She's work -- she works at the airport.  
7     A lot of people at the airport, they know her.

8           Q     She works for St. Augustine Airport?

9           A     She used to, yes. Matty and the guys, they  
10    know her. And we live together. She's my fiancée. I  
11    train her. We have great opportunity he gave me to use  
12    the airplane.

13          Q     Does he charge you for use of that airplane?

14          A     Zero dollar, never.

15          Q     Do you charge your fiancée for giving flight  
16    instruction?

17          A     No.

18          Q     Okay.

19          A     I can provide her logbook. From day one until  
20    today, it's only my name on it.

21          Q     You're the only one in her logbook?

22          A     Only me, ground and flight.

23                MR. LUDWIG: I have no other questions for  
24    this witness.

25                               CROSS-EXAMINATION

1 BY MR. ROBERTS:

2 Q No, just the airplane we're talking about,  
3 that is 739 November Romeo or which one? The airplane  
4 you use to give flight instructions to this young lady.

5 A Any airplane I fly, I can teach in and he can  
6 give instruction in.

7 Q All right. And there -- there are two 172s.

8 A Uh-huh.

9 Q And what are they used for? Do you sightsee  
10 with them? What do you do with them?

11 A The main one, November Romeo, was me teaching  
12 his daughter. That's -- was almost her airplane. Only  
13 her we fly --

14 Q Okay.

15 A -- teaching her. The other airplane, any time  
16 want to travel, eat, food, fly, just for flying, we have  
17 all of that can do.

18 MR. ROBERTS: Thank you.

19 CHAIRMAN PRIMROSE: Any further questions?

20 MR. ROBERTS: No. I just --

21 CHAIRMAN PRIMROSE: Okay.

22 MR. ROBERTS: -- a little time for Courtney.

23 CHAIRMAN PRIMROSE: Do you have any redirect  
24 questions or --

25 MR. LUDWIG: No, I'm done. Thank you.

1                   CHAIRMAN PRIMROSE: All right. Thank you,  
2                   sir. Do you have any other witnesses that you'd  
3                   like to call?

4                   MR. LUDWIG: No, I do not at this time.

5                   CHAIRMAN PRIMROSE: Okay. Mr. Roberts, you  
6                   said you wanted to call a witness.

7                   MR. ROBERTS: I'll do it from my chair, if  
8                   it's all right.

9                   CHAIRMAN PRIMROSE: Yeah, please.

10                  MR. ROBERTS: Mr. Pittman, if you could.

11                  CHAIRMAN PRIMROSE: All right. Courtney,  
12                  please raise right hand. Do you swear and affirm  
13                  that the testimony you're about to give is the  
14                  truth, the whole truth, and nothing but the truth?

15                  MR. PITTMAN: Yes.

16                                   DIRECT EXAMINATION

17                  BY MR. ROBERTS:

18                  **Q     Mr. Pittman, when you received reports of**  
19                  **people receiving flight instruction from Hangars E-4 and**  
20                  **E-10, did you contact the designated FAA flight examiner**  
21                  **that had performed the certification check rides for**  
22                  **that?**

23                  A     Yes, I did.

24                  **Q     And his name is Mr. Lawrence?**

25                  A     That is correct.

1           Q     And he confirmed that the check ride occurred  
2     right in front of E-4 and E-10, correct?

3           A     Absolutely.

4           Q     And included the student's preflight  
5     checklist.

6           A     Absolutely.

7           Q     The student's preflight instruction.

8           A     Yes.

9           Q     Right in front of E-4 and E-10.

10          A     Yes.

11          Q     All right. And -- and at some point, did a  
12     young flight instructor named --

13          A     Emily Meyers?

14          Q     Yes.

15          A     Correct.

16          Q     Call you and -- and -- on or around  
17     October 15th, Mr. Curoga -- Curog? Justin Curoga,  
18     right, called you and said he had a student that he  
19     wanted to give flight training to and could he have  
20     permission to do that?

21          A     Actually he met me in the parking lot outside  
22     the admin building.

23          Q     Okay.

24          A     So it was the first time I've ever seen him.  
25     Pretty tall guy. Came to me and said, hey, can I give



1     them permission to do a flight training out of the  
2     T-hangar?   Said Brian's Zaczek told him that he needed  
3     to talk to me and get something in writing.

4           **Q     All right. Did this airport conduct a**  
5     **systemwide T-hangar audit in October -- in the -- in**  
6     **October of 2024?**

7           A     Yes.

8           **Q     Under a two-day period, did you walk through**  
9     **every single T-hangar, the north set on one day and two**  
10    **weeks later, the south set on another day?**

11          A     That's correct.

12          **Q     Were you -- were you targeting anybody or --**

13          A     No.

14          **Q     -- doing your FAA compliance?**

15          A     FAA compliance. Went through every hangar  
16    with a team of maintenance personnel.

17          **Q     They were all videotaped?**

18          A     Yes.

19          **Q     Did this year's FAA audit, was that conducted**  
20    **in September of 2025?**

21          A     That is correct.

22          **Q     Did you go through every single T-hangar?**

23          A     Yes.

24          **Q     All 140 of them.**

25          A     Yes.

1 Q Were you targeting anybody?

2 A No.

3 Q Were the airplanes on the lease agreements --  
4 in October of 2024, were the airplanes that are supposed  
5 to be in the Hangars E-4 and E-10, were they in the  
6 correct hangars?

7 A No.

8 Q Were the airplanes that were supposed to be in  
9 the hangars in September of 2025 --

10 A No.

11 Q -- airplanes in the correct hangars?

12 A No.

13 Q Did these -- to your knowledge, did these  
14 rental agreements that have been marked as exhibit, did  
15 they show up after your compliance audit?

16 A After. Never seen those forms before.

17 Q All right. And did -- at your direction, did  
18 Ms. Santiago contact one of the students?

19 A That is correct.

20 Q And confirm that she had received flight  
21 instruction out of E-4 and E-10?

22 A Correct. I was sitting right there while she  
23 talked to her on the phone.

24 MR. ROBERTS: All right. No further  
25 questions, thanks.

1 CHAIRMAN PRIMROSE: Mr. Ludwig cross?

2 MR. LUDWIG: Yes.

3 CROSS-EXAMINATION

4 BY MR. LUDWIG:

5 Q Who -- who was on the other end of the phone  
6 when your employee talked with the alleged student --  
7 and who did they talk to?

8 A Emily Meyers. She said she --

9 Q I'm sorry?

10 A Emily Meyers said she failed two check rides  
11 that Jay Lawrence did for her.

12 Q Did she say where she took her training?

13 A Yes. She said at Brad Stovall (phonetic) was  
14 her instructor. He's one of the pilots that work for  
15 Brian Zaczek.

16 Q Brad Stovall?

17 A No, Zaczek is the last name. And Stovall was  
18 the instructor. Yes, she said Stovall was the  
19 instructor for her. The gentleman sitting in the back  
20 row right there.

21 Q Where was the con -- where was the flight  
22 instruction conducted from?

23 A All right. So you want to know the -- from  
24 the designated examiner or from the instructor itself?

25 Q From the instructor.

1           A     All right. So from the instructor, was out at  
2     the T-hangar. From the inspector, was oral at Atlantic  
3     and they drove over to the T-hangar and did the  
4     inspection from the T-hangar.

5           Q     Was she charged a fee?

6           A     I didn't get into that.

7           Q     You didn't?

8           A     No.

9           Q     You didn't ask her how much she paid?

10          A     You're not allowed to do court -- you can't  
11     have a flight school out of a T-hangar. You know what  
12     I'm saying? And then -- and they didn't have an  
13     operating agreement and they didn't have the appropriate  
14     insurance.

15          Q     Sir, would you agree with me that if you had  
16     a -- if I had a flight instructor rating --

17          A     Uh-huh.

18          Q     -- and I had -- and I owned an airplane and  
19     kept it in a T-hangar here and I had a friend I wanted  
20     to teach to fly, that I couldn't do that out of  
21     St. Augustine?

22          A     You cannot have a flight school in a  
23     T-hangar --

24          Q     Okay.

25          A     -- right?

1           Q     I didn't say a flight school. I said an  
2 individual flight instructor, are they allowed to take  
3 somebody out and give them flight instruction if they're  
4 an authorized --

5           A     You would have to have an operating agreement  
6 with the airport.

7           Q     Really? To give Part 61 --

8           A     Oh, no.

9           Q     -- FAR Part 61 instruction?

10          A     No.

11          Q     Okay. That's what I thought.

12               MR. LUDWIG: I have no further questions.

13               CHAIRMAN PRIMROSE: Do you have any?

14               MR. ROBERTS: I'm good.

15               CHAIRMAN PRIMROSE: You're good? Okay.

16               MR. ROBERTS: Thank you.

17               CHAIRMAN PRIMROSE: Did you want to call  
18 anybody else?

19               MR. ROBERTS: I think we've gotten enough.  
20 Thanks.

21               CHAIRMAN PRIMROSE: Okay. All right. I think  
22 at that point, with no other witnesses being  
23 called, it reverts to us in our quasi-judicial  
24 capacity. Now, can we ask questions to the lawyers  
25 or are we limited to just reviewing what we have

1     been provided and --

2             MR. DIPOLA: Chris, I don't like that --

3             MR. ROBERTS: I could say you could entertain  
4     closing argument and you have the discretion -- you  
5     have the discretion to bounce questions off of us.

6             MR. LUDWIG: A judge can ask -- ask questions.

7             CHAIRMAN PRIMROSE: Yeah.

8             MR. ROBERTS: Yeah, this is very informal.

9             CHAIRMAN PRIMROSE: I'm trying -- I just want  
10    to keep it -- I want to keep it to -- why don't we  
11    do this. I think -- did you have any questions  
12    that you --

13            MS. CASH-CHAPMAN: No.

14            CHAIRMAN PRIMROSE: I was going to ask ladies  
15    first.

16            MS. CASH-CHAPMAN: No.

17            CHAIRMAN PRIMROSE: Mario, do you have any  
18    questions that you'd like to ask?

19            MR. DIPOLA: No.

20            CHAIRMAN PRIMROSE: Can I just ask? Can you  
21    put the Facebook post back up real quick?

22            MR. PITTMAN: Absolutely.

23            CHAIRMAN PRIMROSE: I do -- I do have a quick  
24    question of Mr. Ludwig. You kind of -- when you  
25    asked Courtney, it got me thinking as well about

1     you had referenced a -- a CFR training.

2             MR. LUDWIG:   Okay.   Let me.   Okay.

3             CHAIRMAN PRIMROSE:   Can you -- I guess here's  
4     my question.   And, Chad, if you can also chime in.  
5     And -- the difference between -- it seems like the  
6     biggest difference here is, can you offer flight  
7     instruction free of charge to friends, family,  
8     somebody off the street, under the T-hangar lease  
9     agreement and general public use that we've got?  
10    I'll ask Mr. Ludwig and then Mr. Roberts.   If you  
11    could just provide your answer to that question.

12            MR. LUDWIG:   Well, let's -- let's -- this will  
13    help you a little bit.

14            CHAIRMAN PRIMROSE:   Yeah.

15            MR. LUDWIG:   There are two types of flight  
16    schools.   The flight schools you have for hire  
17    compensation, public commercial flight schools.  
18    And I think, I don't know, Chad somebody said there  
19    are four or five many them here, those are Part 145  
20    flight schools.

21            They operate under the rules of the federal  
22    aviation Part 141.   They're regulated.   You can  
23    actually be -- take flight instruction for less  
24    hours than you can, and -- but it's very regulated,  
25    case, they're approved by their curriculum and

1 everybody's approved by the FAA.

2 This operation or these flight instructors,  
3 like I'm a flight instructor, I operate under  
4 Part 61 of the Federal Aviation Regulations.  
5 That's a different environment, different training  
6 requirements.

7 The main difference is, it's individual,  
8 there's no real regulation. There is -- there is a  
9 requirement for about five to ten more hours of  
10 flight instruction you have to have under Part 61  
11 than under Part 145.

12 So, two different kind of animals here. We're  
13 talking about Part 61. And my question was this:  
14 Your lease agreement does not prohibit or prescribe  
15 the type of use somebody has an airplane. You  
16 don't tell the owner of the airplane what he can do  
17 with it; you tell him what he can't do with it, and  
18 that's, you know, operate a flight school off of  
19 this airport.

20 And this has kind of drifted down now to an  
21 argument of doing flight training. That flight  
22 training, especially uncompensated flight training,  
23 is not prohibited under any federal aviation  
24 regulation I know of, anything that's in -- I've  
25 got the rules and regulations. I've looked at them



1 here. They're very extensive. But you've got to  
2 put in your mind commercial versus private stuff.

3 I submit to you, and I will argue all day  
4 long, that the activity that they're engaged in,  
5 except -- except one -- about three times, I  
6 will -- we'll go on the record, there were maybe  
7 two or three times and they asked Mr. Pittman for  
8 some advice, you know, what are we doing wrong?  
9 Help us.

10 CHAIRMAN PRIMROSE: Uh-huh.

11 MR. LUDWIG: It was like the man behind the  
12 curtain. We're going to cancel your lease. You've  
13 been here a long time. We're canceling your lease.  
14 That to me is unfair.

15 CHAIRMAN PRIMROSE: Uh-huh.

16 MR. LUDWIG: That is why we're up here to the  
17 board to use their discretion. Based upon what  
18 you've seen, what you've heard, is that -- is it a  
19 firing offense for a man that has four airplanes,  
20 buys a lot of fuel, pays for two hangars, is  
21 getting another hangar? What -- is the  
22 transgression, the alleged trans- -- and again,  
23 there's your -- your Facebook.

24 CHAIRMAN PRIMROSE: Okay. But just so --

25 MR. LUDWIG: Yeah, I --

1           CHAIRMAN PRIMROSE: So your answer is, and for  
2 free of charge under this Part 61, your belief is  
3 that the -- the T-hangar policy does not prohibit  
4 the use for free flight instruction?

5           MR. LUDWIG: Uncompensated, yes, that is my  
6 position.

7           CHAIRMAN PRIMROSE: Okay.

8           MR. LUDWIG: And -- absolutely. You hit it  
9 right on the nail.

10          CHAIRMAN PRIMROSE: Okay. And then,  
11 Mr. Roberts can --

12          MR. ROBERTS: It absolutely does. It is  
13 commercial activity. It is compensated indirectly,  
14 right? It's a fine point, but it is compensated  
15 indirectly.

16          If I lease a hangar and I own an aircraft and  
17 I want to ask a flight instructor to ride with me  
18 for my check ride, I can do that. If I own an  
19 airplane and I'm a flight instructor, I can't offer  
20 other people to get their check rides in our  
21 T-hangars. That's not what our T-hangars are for.  
22 So the answer is no. And I would rest on a couple  
23 of things.

24          If -- if Mr. Pittman doesn't have the  
25 discretion on that Facebook post, which is pretty

1 clear and unambiguous -- it's aircraft rental as a  
2 minimum, it's aircraft rental as a minimum --  
3 Mr. Zaczek is going to retain hangar Charlie 2,  
4 propose that these leases not be retained and be  
5 allowed to go to the next person on the -- on the  
6 T-hangar waiting list -- which is one of the  
7 indirect litmus tests about this.

8 How are these hangars ever going to turn over  
9 to people on the waiting list with this kind of  
10 activity? They've acknowledged that they fly up to  
11 Craig and do aircraft training. They don't have an  
12 operating agreement with Craig. They don't have an  
13 operating agreement with us.

14 And I've seen people come into Mr. Pittman's  
15 office and say I've got a compliance problem and I  
16 need to come in with a plane and he'll say, tell me  
17 what your plan is and if I can accommodate it, I'll  
18 bring you in for a soft landing.

19 CHAIRMAN PRIMROSE: Uh-huh.

20 MR. ROBERTS: But there's been some cat and  
21 mouse-ish about this activity. And we -- we don't  
22 have to time to play cat and mouse. We have to  
23 trust our tenants.

24 And you don't put a Facebook post up like this  
25 and think that when it comes to our attention,

1     there -- there's no insurance, there -- any -- can  
2     you imagine what the other flight schools could do  
3     with this or the FAA could do with this or God  
4     forbid there were an accident what someone could do  
5     with this?

6             We're on notice of this and people are kind of  
7     watching tonight to read the tealeaves on how this  
8     is going to be addressed. It's no fun to do  
9     compliance. It's not the fun part of Mr. Pittman's  
10    job. But there has to be a real bright line rule.

11            MR. DIPOLA: So --

12            CHAIRMAN PRIMROSE: Let me -- can I -- I have  
13    some more questions.

14            MR. DIPOLA: I'm clarifying on your first  
15    one --

16            CHAIRMAN PRIMROSE: Okay.

17            MR. DIPOLA: -- because there was a lot of  
18    extra.

19            MR. ROBERTS: Yeah, sorry.

20            MR. DIPOLA: And you asked the question about  
21    could you -- if you had a hangar, could you train  
22    friends for free, essentially to which I understood  
23    yes and I understood no. I think is that --

24            CHAIRMAN PRIMROSE: Yeah.

25            MR. DIPOLA: Sorry.

1           CHAIRMAN PRIMROSE: So let me -- let me build  
2 on that. So, I think we can agree that the  
3 Facebook post, because it does say instruction --

4           MR. ROBERTS: If you go to the next one.

5           CHAIRMAN PRIMROSE: -- rental, I mean, I think  
6 there's probably an admission that the Facebook  
7 post, even though it doesn't say where it's coming  
8 out of is not the best, it does -- it kind of shows  
9 that maybe there's -- there's rental and  
10 instruction. So let's take that aside.

11           Chad, I want to play off this concept of, if  
12 you give your friend one of your aircraft, one of  
13 your planes, and they were to fly to Craig and go  
14 do flight instruction out of there, so they pick up  
15 the student out of Craig, they go do, just as we've  
16 heard this Justin did, is that in your opinion a  
17 violation of the T-hangar agreement at the  
18 airplane?

19           MR. ROBERTS: I would say our T-hangar, yes.  
20 I would say our T-hangar agreement is for the  
21 prototypical private aircraft noncommercial users,  
22 period.

23           CHAIRMAN PRIMROSE: Okay. Let's take it -- I  
24 want -- I just want to, like, exhaust this to death  
25 because --

1 MR. ROBERTS: Yes.

2 CHAIRMAN PRIMROSE: -- I think that we need  
3 this for the record with whatever we decide to do.

4 So, a T-hangar user has an aircraft, and for  
5 three months out of the year, they bring the  
6 aircraft to Dallas, Texas because a lot of people  
7 like to fly out of a Dallas and for three months  
8 they offer instruction out of Dallas and then they  
9 bring it back for nine months. Is that -- you see  
10 where I'm getting at, is how far do we regulate the  
11 private use of an aircraft in a T-hangar? That's  
12 what I need to figure out.

13 MR. ROBERTS: Yes.

14 CHAIRMAN PRIMROSE: Where is that line?

15 MR. ROBERTS: Well, it's certainly --

16 CHAIRMAN PRIMROSE: Yeah, this is bad.

17 MR. ROBERTS: That's bad, right? Look,  
18 there's -- again, if we're down to, you know,  
19 angels dancing on the head of a pin, as lawyers  
20 say, can you find a -- could you have a legitimate  
21 purpose in some scenario you describe? The answer  
22 is yes.

23 CHAIRMAN PRIMROSE: Uh-huh.

24 MR. ROBERTS: But we -- we don't have the  
25 resources to try to walk this fine line with

1 T-hangars that are meant for the prototypical, I  
2 have an airplane, I like airplanes, it's mine, I  
3 want to use it for me. That's what T-hangars are  
4 for. These T-hangars are never going to turn over  
5 and make the waiting list go away.

6 CHAIRMAN PRIMROSE: Yeah. No, I hear you.  
7 I'm trying to figure out --

8 MR. ROBERTS: Understood.

9 CHAIRMAN PRIMROSE: We've got to craft a --  
10 whatever -- because like you said, this is a litmus  
11 test. Whatever we decide here today is going to be  
12 used by everybody moving forward until you get a  
13 new board. And so where we draw the line in the  
14 sand is important. It's a question that I don't  
15 feel comfortable answering unless I've -- because  
16 you know I'm a lawyer, too.

17 MR. ROBERTS: Understood.

18 CHAIRMAN PRIMROSE: So I -- all of these words  
19 matter to me.

20 MR. LUDWIG: The words do matter and the words  
21 matter extremely when you're talking about Federal  
22 Aviation Regulations and also when you're talking  
23 about grant assurances and what your public funding  
24 could be at risk by not allowing this basic  
25 activity, which I can tell you, having done this

1 for many years, I've never seen an  
2 Airport Authority or anybody try to regulate a  
3 flight instructor under Part 61 that has, you know,  
4 these standard T-hangar leases. How far do you  
5 want to go? I mean, how deep do y'all want to  
6 micromanage?

7 CHAIRMAN PRIMROSE: Okay.

8 MR. DIPOLA: Can we take a little recess?

9 MS. CASH-CHAPMAN: So I do have a lot of  
10 questions now, but real quick, this particular what  
11 we're talking about with three months here, nine  
12 months there, would it make a difference if there  
13 was, let's say, an operating agreement at one or  
14 the other, right?

15 To me, and it makes sense to me that if  
16 there's an operating agreement with one of the two  
17 airports, that perhaps we could get around that.  
18 But from what it sounds like, there is no operating  
19 agreement for -- for this particular business,  
20 which comes back in my head again, God forbid the  
21 worst were to happen and someone were to lose their  
22 life during one of these trainings or what have  
23 you, as we know can happen, who is that family  
24 going after?

25 Are they going after us as the



1     Airport Authority for -- for knowing that there was  
2     an unregulated flight school here? Are they going  
3     after the -- the business that owns this which  
4     tells me again it's a business? Are they going  
5     after the owner? Do you know what I'm saying?  
6     Like I'm trying to understand --

7             CHAIRMAN PRIMROSE: Yeah. What --

8             MS. CASH-CHAPMAN: -- who are they coming  
9     after? Because if it's us, I'm not okay with that  
10    because --

11            CHAIRMAN PRIMROSE: Yeah. I think -- I mean  
12    let's not get into the liability issue because  
13    that's really not what the question is. I hear  
14    what you're saying, but I guess this is where I'm  
15    going back to, which is, as the airport, we lease  
16    T-hangars for general aviation purposes. The lease  
17    was very clear non -- you are to do noncommercial  
18    activity with that -- that airplane.

19            If that's the -- the line, then what that  
20    means is if we were to find out that a T-hangar  
21    lessee used their airplane somewhere else for  
22    commercial activity disconnected from the airport,  
23    that our line should be you no longer should get to  
24    have a T-hangar here. If we're going to police --

25            MR. ROBERTS: It's going to be factually

1 specific and you're going to have the discretion.  
2 And I think you're going to be a judge, right? And  
3 where is -- how close is the nexus? We -- we don't  
4 need to do a hypothetical. You know, it would be  
5 like an advisory opinion to get quasi-judicial  
6 about it.

7 So I would say you -- you do it the way judges  
8 do, which is one case at a time. All you can do is  
9 do this case, these facts. Somebody else is going  
10 to come along and say, well, my facts are  
11 different. We'll take that up, right?

12 But I would just -- I would say I understand  
13 the issue of -- of that precedence, but you don't  
14 need to really go there. You can just decide this  
15 case this --

16 CHAIRMAN PRIMROSE: No, no, I understand, but  
17 we -- but you were the one that mentioned that we  
18 needed to have -- we have to do a nonarbitrary and  
19 capricious finding.

20 MR. ROBERTS: Yes.

21 CHAIRMAN PRIMROSE: So in order to do that,  
22 I've got to make sure that the decision that I and  
23 the rest of us of the board, but I mean, that it's  
24 not an arbitrary or capricious finding, which  
25 requires to look at the factual -- the facts and go

1     into what would be an arbitrary or what would be a  
2     capricious finding as it relates to this, which is  
3     why I'm asking these hypotheticals.

4             Because I think from my perspective, I'm still  
5     hung up, just like you had asked, Mario, is -- is  
6     Brad taking his girlfriend flying so that she gets  
7     her hours and sign her logbook and then she goes  
8     somewhere else to get certified, is that  
9     commercial? Because we don't allow commercial  
10    activity out of the T-hangars?

11            And that's I think the ultimate question. But  
12    in order to do that, you have to say when is  
13    commercial activity with the airplane allowed  
14    outside of the airport or not?

15            I -- I don't disagree at all. I'm just going  
16    to be honest with you. I had heard that Mr. Zaczek  
17    say that he does get paid by Justin for the use of  
18    the plane, and Justin's use of the plane is to  
19    sometimes offer paid instruction out of Craig. I  
20    heard that testimony.

21            MR. ROBERTS: Yes.

22            CHAIRMAN PRIMROSE: So there is -- there is at  
23    least testimony that commercial activity is  
24    associated with one of the planes due to Justin.

25            MR. LUDWIG: But off the airport.

1           CHAIRMAN PRIMROSE: Well, but -- and that's  
2 why I'm asking these questions about like where --

3           MR. LUDWIG: Where does the matter with the  
4 nexus of where the airplane lives?

5           CHAIRMAN PRIMROSE: Well, it -- it matters  
6 because, to my point, which is if you go and take  
7 it across state lines and do something for like a  
8 month, is that tied to it or is it -- because  
9 obviously the plane I'm sure if we went through  
10 FlightAware, it would be, left E-4/E-10 that  
11 morning, flew to Craig, did a training, came --  
12 yeah. But it's all coming back to the airport the  
13 same day, right? I mean, it's not that it's  
14 sitting at Craig for two days, a week.

15          MR. LUDWIG: I don't know.

16          CHAIRMAN PRIMROSE: Yeah.

17          MR. ROBERTS: We would not want Craig doing  
18 this to us. We would not want Craig doing this to.

19          MR. LUDWIG: But that's --

20          CHAIRMAN PRIMROSE: Yeah. Okay. Hold on.

21          MR. LUDWIG: I don't -- I don't think that's a  
22 tit-for-tat. That's --

23          CHAIRMAN PRIMROSE: I understand.

24          MR. LUDWIG: We're talking about the lease  
25 here and the activity and whether it's allowable

1 under the lease and under Part 61. And I submit to  
2 you that -- you know, I mean, we are kind of  
3 dancing on the end of a pin here --

4 CHAIRMAN PRIMROSE: Yeah.

5 MR. LUDWIG: -- but I think that --

6 CHAIRMAN PRIMROSE: That's how you guys making  
7 money: Dancing on the heads of pins.

8 MR. LUDWIG: Yeah, and I can argue all day  
9 long --

10 CHAIRMAN PRIMROSE: I know.

11 MR. DIPOLA: Are you saying they're angels?

12 CHAIRMAN PRIMROSE: Mario, do you have a  
13 question you wanted to ask?

14 MR. DIPOLA: I wanted a quick recess so that I  
15 could properly focus because I don't know how much  
16 distinction I could, but --

17 CHAIRMAN PRIMROSE: Yeah, why don't we take a  
18 five-minute recess. We'll come back at 7:30.

19 MR. DIPOLA: Even a one-minute.

20 CHAIRMAN PRIMROSE: Yeah, we'll take five  
21 minutes. We'll take five minutes.

22 MR. DIPOLA: Appreciate it.

23 (Recess had.)

24 CHAIRMAN PRIMROSE: All right. Let's -- it's  
25 after 7:30. So we'll call this back to -- back to

1 order. Mario, you've had a chance to clear your  
2 mind a little bit. Do you have any other questions  
3 or thoughts? If not --

4 MS. CASH-CHAPMAN: I have more questions.

5 MR. DIPOLA: By all means.

6 CHAIRMAN PRIMROSE: Please.

7 MR. LUDWIG: Before you go, I need to make one  
8 correction.

9 CHAIRMAN PRIMROSE: Okay.

10 MR. LUDWIG: I think I said Part 145, FAR  
11 Part 145, and I also said Part 141. The correct  
12 reference to the Federal Aviation Regulations is  
13 Part 141 flight school --

14 CHAIRMAN PRIMROSE: Okay.

15 MR. LUDWIG: -- and Part 61 training. So I  
16 may have misspoke and somebody brought that to my  
17 attention. I just wanted to clarify the record.

18 CHAIRMAN PRIMROSE: Okay. Thank you.

19 MS. CASH-CHAPMAN: And forgive me, this might  
20 be a really dumb question, but I'm going to go  
21 ahead and ask it anyway.

22 MR. LUDWIG: All questions are good.

23 MS. CASH-CHAPMAN: What exactly is your  
24 client's business? And how is he -- how are these  
25 businesses on the lease for the hangars if they're

1 not meant for business? Can you explain that to  
2 me?

3 MR. LUDWIG: My understanding is my client's  
4 business, the way he makes money is he has a steel  
5 fabrication and a steel distribution plants that  
6 make metal buildings. For instance, these  
7 T-hangars out here are metal buildings. So he  
8 would entertain a bid, sell the -- the structure,  
9 and also he has part of his company will erect  
10 them.

11 I asked him about the ones he provided the  
12 steel for here and he says at the time when the bid  
13 went out, he just was -- had so much business, you  
14 know, thank goodness, he couldn't bid the erection  
15 part, but he did win the steel part.

16 So his business is based in New York. He  
17 flies -- sometimes he flies these planes back and  
18 forth. He has about seven airplanes. He loves  
19 airplanes and it's kind of his passion and his  
20 hobby.

21 MS. CASH-CHAPMAN: Sure.

22 MR. LUDWIG: These airplanes in Diaz, which is  
23 on your fact sheet, he bought one, actually to --  
24 of course, you know, family members to fly. And he  
25 keeps them out here and has for years. Now,

1 obviously that little taildragger --

2 MR. ROBERTS: Taylorcraft.

3 MR. LUDWIG: -- Taylorcraft is more of a  
4 curiosity and a fun afternoon Sunday airplane to  
5 fly. But it has been used by one of the flight  
6 schools here to give tail wheel instruction.

7 MR. ROBERTS: Endorsement.

8 MR. LUDWIG: Endorsement. You have to get a  
9 special signature to fly an airplane like a J-3 Cub  
10 that's bent down on its tail.

11 So he had that, and he -- his -- these  
12 individuals that work with him fly his -- he has a  
13 jet, keeps it in Daytona. Also a Navajo, a  
14 Cheyenne, which is a twin-engine turboprop, and  
15 then these four airplanes here. And that's why I  
16 said seven airplanes.

17 So -- and what does he use them for? I'd say  
18 primarily he just likes airplanes and uses them for  
19 fun and family flying.

20 MS. MARTIN: Let Jane know --

21 CHAIRMAN PRIMROSE: Excuse me.

22 MS. CASH-CHAPMAN: I guess I don't understand  
23 why it would be in the business name instead of his  
24 own name because traditionally what we see, and I  
25 could be mistaken, traditionally what we see is if



1 a name on the lease agreement through our airport  
2 is an LLC or a business of whatever sort, they're  
3 usually on the corporate side of things. So I'm  
4 just trying to wrap my head around why the lease  
5 agreement is in a business name instead of his  
6 personal name.

7 MR. LUDWIG: Just the way that he set it up.  
8 And then -- and then the -- the entity that has the  
9 lease --

10 MS. CASH-CHAPMAN: Right.

11 MR. LUDWIG: -- has an agreement with the  
12 owner of the airplane, Diaz.

13 MS. CASH-CHAPMAN: Right. And I -- and I'm  
14 just still confused, and I know we brought this up  
15 at the last --

16 MR. LUDWIG: Sure.

17 MS. CASH-CHAPMAN: -- hearing or appeal that  
18 we did before. I've never seen this lease  
19 agreement. There is nothing to mark our airport on  
20 it. Our staff has never seen it. We have no  
21 record of it. And I know I said that before, and  
22 I'm not trying to be --

23 MR. LUDWIG: Sure.

24 MS. CASH-CHAPMAN: Please don't take this  
25 wrong way, but I don't know you people from a hole

1 in the wall and you could have made this up.

2 MR. LUDWIG: Well, we have the e-mail from  
3 Cindy, who was the administrative person at the  
4 time with the PDF transmitting this to Mr. Zaczek.

5 MS. CASH-CHAPMAN: I'm just surprised you  
6 wouldn't have brought that with you knowing that  
7 was my question last time so that I could see that.  
8 Again, not that I don't believe you, but I don't  
9 believe.

10 MR. LUDWIG: I'll tell you what, I'll be glad  
11 to -- I'll be glad to --

12 CHAIRMAN PRIMROSE: He's Mr. Zaczek's shaking  
13 his head that he's got the --

14 MR. ZACZEK: We do have it. Chad has it as  
15 well.

16 MS. CASH-CHAPMAN: I appreciate that. I  
17 just --

18 MR. LUDWIG: It's in Chad -- as a result of  
19 the last meeting and the request we got from the  
20 Chair, we provided that to Chad and that was one of  
21 the documents I provided to Chad, because I thought  
22 that was going to kind of satisfy this whole thing  
23 and it was going to go away. But all of a sudden,  
24 bang, you get a -- your appeal's going to be heard  
25 on the 10th, you know. Or actually it was before

1     that because I was out of town and Chad and I  
2     agreed to postpone it.

3             MS. CASH-CHAPMAN:    Sure.

4             MR. LUDWIG:   And I appreciate that.   So that  
5     document's been provided --

6             MS. CASH-CHAPMAN:    Okay.

7             MR. LUDWIG:    -- transmitting that --

8             MS. CASH-CHAPMAN:    This specific one as well  
9     and not just the last one.

10            MR. LUDWIG:    Yes, ma'am.

11            MS. CASH-CHAPMAN:    Okay.   Thank you.   So I  
12     just -- and maybe this is more discussion based and  
13     maybe I'm wrong here.

14            I am always of the mindset that if a policy is  
15     in place, we uphold the policy.   If we don't like  
16     the policy, we change the policy.   And so I just  
17     want to be very clear that from what I'm hearing,  
18     money at some point had been exchanged for use of  
19     an airplane at our airport between people that do  
20     not have an operating agreement for our airport.  
21     Is that what I am hearing?   Because that was from  
22     one of the witnesses that was brought forward from  
23     Mr. Ludwig.   Is that correct?

24            MR. ROBERTS:   I think that's a fair statement  
25     of the record.

1 MS. CASH-CHAPMAN: Okay. I think that  
2 answered all of my questions for now, thank you.

3 CHAIRMAN PRIMROSE: Mario, do you have any?

4 MR. DIPOLA: I have a few. First, what's a  
5 legal term, you know, when a judge grants grace  
6 because of something. There's a --

7 CHAIRMAN PRIMROSE: Leniency.

8 MR. DIPOLA: Leniency, but isn't there  
9 another --

10 MR. LUDWIG: Equity.

11 MR. ROBERTS: Bad law.

12 (Cross-talking.)

13 MR. LUDWIG: The judge has discretion.

14 MR. DIPOLA: Legal classes, but I'm not going  
15 to think of it. So I guess it's not important.  
16 Jeff, can I -- Jeffrey, can I ask the question that  
17 I was asking you about?

18 MR. KEMPF: Yes.

19 MR. DIPOLA: Both Chad and Michelle brought up  
20 the notion of, heaven forbid, something happens.  
21 Have there been any occurrences that have happened  
22 in regards to this or other flight schools or  
23 people at our airport with flight schools?

24 MR. ROBERTS: So you can't -- when there's an  
25 accident, you can't control who the claimant names

1 as a defendant. They're in control of that and  
2 we're not.

3 The general proposition is they are going to  
4 name as many potentially responsible parties as  
5 possible and you generally name all of them. Jeff  
6 and I do -- both do this kind of work. So you name  
7 everybody and you look for the insurance money or  
8 the deep pocket.

9 MR. DIPOLA: Were there crashes as a result of  
10 folks connected with this flight school?

11 MR. ROBERTS: No, not this flight school, not  
12 that I know of --

13 MR. LUDWIG: It's not a flight school.

14 MR. ROBERTS: But --

15 MR. DIPOLA: I'm sorry. This company is what  
16 I meant to say, not flight school.

17 MR. ROBERTS: But in addition to the liability  
18 for an accident, we have Part 16 complaint  
19 liability, right? We have four other flight  
20 schools that are going to say, wait a minute, I'm  
21 carrying office space, I'm carrying -- I'm carrying  
22 insurance, I'm carrying all of these obligations  
23 that you -- for the same reason we don't let, you  
24 know, people run hospitals out of the garage.  
25 There are minimum standards we're going to have.

1           And that's where we're likely to get a  
2       complaint from, as likely as not, is another  
3       existing user who has followed our policies and  
4       says to permit this kind of activity to continue  
5       here, you're just cutting us off at our knees,  
6       right? They're our former instructors clearly went  
7       over to this employment and they took, you know,  
8       whatever.

9           MR. PITTMAN:   Mr. Chair?

10          CHAIRMAN PRIMROSE:   Yes, sir.

11          MR. PITTMAN:   I think one of the things, I  
12       think we talk -- thinking about a vehicle and the  
13       aircraft --

14          MR. DIPOLA:   Well, I may or may not have been,  
15       but I didn't want to introduce anything that  
16       wouldn't be allowed, which is why I asked Jeffrey.

17          CHAIRMAN PRIMROSE:   Yeah.

18          MR. DIPOLA:   So I wouldn't bring it in  
19       unless --

20          CHAIRMAN PRIMROSE:   Yeah, let's stick to the  
21       facts that were presented with the testimony.

22          MR. ZACZEK:   I have one question.

23          CHAIRMAN PRIMROSE:   No, we're in our -- sorry.  
24       Do you have any other questions?

25          MR. DIPOLA:   Yes.   Okay.   So -- all right.

1     There was a disagreement I guess on, and personally  
2     I don't know that this is a deciding factor for me,  
3     where the line crosses. We agree that no  
4     commercial activity should be in the T-hangars, but  
5     there is a discrepancy on what we consider  
6     commercial activity, whether you can teach your  
7     friend or your fiancée or whatever or not. And I  
8     don't know that I have the ability to draw that --  
9     to produce case law here and draw that distinction  
10    of exactly where that line is.

11           Is -- is there agreement by both parties that  
12    Mr. Pittman can terminate this user agreement at  
13    will at any point with 30 -- is there agreement  
14    between both attorneys for that?

15           MR. ROBERTS: There should be. It's right --  
16    the plain language is, you've seen it, 30 days of  
17    notice. Yes. And all it has to be is not, you  
18    know, for retaliation, right? Or, you know --

19           MR. DIPOLA: Yeah, not something unethical.

20           MR. ROBERTS: -- it can't be an improper  
21    purpose. But if -- if there is a good faith basis,  
22    that's all that will sustain us across the street.

23           MR. LUDWIG: I would say under your lease  
24    language, which is, by the way probably maybe ought  
25    to be looked at at some point in time, is a little

1 bit open-ended. Under Part 83, the commercial  
2 landlord tenant, because this is not residence, you  
3 know, you kind of agree to what you sign and then  
4 you -- the tenant here, and these are commercial  
5 leases.

6 And I think it's -- it's attached to one of --  
7 it's attached to my -- one of my exhibits.  
8 Mr. Pittman could walk out and say, You know, I  
9 don't like red ties. And theoretically, and Chad  
10 said, well, maybe that's an improper purpose, he  
11 could -- he could -- it says for any reason  
12 terminated. I would say it has to be for a  
13 reasonable reason and it has to be provable.

14 Here, I would say that you have -- you sitting  
15 as the kind of the -- the judge, you have broad  
16 discretion. And this isn't, in my opinion, a slam  
17 dunk case just because you have one guy flying off  
18 and, you know, doing flight instruction at  
19 another -- another airport.

20 You know, where -- it's like you said,  
21 Mr. Chairman, where does that stop? What if he  
22 goes off for three months and goes up to Valdosta  
23 and does it and comes back and he gets paid up  
24 there? Where -- where do you stop this -- this  
25 line? Where does the line stop?



1           What I would say is, and I would argue, you  
2     know, deny -- deny this kind of Attila the Hun  
3     cancellation of a good tenant's lease who's been  
4     here a long time, wasn't trying to do anything  
5     purposely or sneak around and hide, thought he was  
6     complying with everything by filling out forms.  
7     Why terminate his lease? I mean, he is a good  
8     tenant. He -- they buy a lot of fuel here. I  
9     mean, all of the things that make a tenant a good  
10    tenant. We're not sneaking around here.

11           So if you want to be a little bit more crystal  
12    clear on, you know, what's allowable and what's not  
13    allowable, let's look at the lease agreement. And,  
14    oh, by the way, I think there ought to be a  
15    little -- just FYI, there ought to be a little  
16    notice provision in that -- in that lease. You  
17    know, upon 10 days' written notice, if you do not  
18    correct these transgressions or these deficiencies,  
19    we're going to terminate your lease. This is --  
20    this is a no notice lease. This is a no notice  
21    lease.

22           CHAIRMAN PRIMROSE: Well, I would invite you  
23    to our December workshop where we're going to talk  
24    about T-hangar use policy and --

25           MR. LUDWIG: I have some great leases.

1           CHAIRMAN PRIMROSE:  -- we'll go through it.  
2       Mario, do you have any other questions?

3           MR. DIPOLA:  Well, I have some opinions, but I  
4       will research those.

5           CHAIRMAN PRIMROSE:  No, we can...  I mean,  
6       look, I think we're at the stage where we're the --  
7       we're the judge.  So why don't I maybe -- I've been  
8       thinking about some things and then you guys can --  
9       and we've got all -- we've got -- I tend to agree a  
10      little bit with you, Mr. Ludwig, that maybe a  
11      little bit of -- of grace in most of these  
12      circumstances.

13           I do think, though, that -- and I missed  
14      Justin's last name.  The testimony that I've got is  
15      that Justin did pay to use the airplane and use it  
16      for flight instruction.  The cuteness of flying up  
17      to Craig and picking up somebody to like get away  
18      from the you can't use it for commercial purpose, I  
19      don't like.

20           So I would be -- I would be in favor of saying  
21      that there was a -- a commercial purpose.  But  
22      where I'm leaning is, and maybe we need to get some  
23      sort of a written agreement that that will cede  
24      happening moving forward, and if it continues  
25      happening or if it's caught -- and it seems like

1     it'd be pretty easy because you've got people at  
2     the airport that are signing off on, you know, yes,  
3     this person got flight instruction from Justin but  
4     I need to be the one to sign off that they're --  
5     they've certified.

6             Maybe just putting a final notice that you are  
7     on notice that this individual or the -- the way  
8     that you're using the plane in a continued manner  
9     would lead to the termination.

10            I have not seen anything that suggests that  
11     girlfriends or fiancées getting free flight  
12     instruction is commercial. I understand that  
13     there's -- that they work for the company and that  
14     as a result of them working for the company, they  
15     get to use the plane, but I didn't hear any  
16     testimony that Brad or Katob pays Brian to rent the  
17     aircrafts from him and then use them to then fly  
18     their girlfriends and fiancées for -- for free  
19     flight instruction.

20            The other concern that I have just, for the --  
21     for the -- for the board is, you know, we are -- we  
22     have to show, in case this were to be appealed to  
23     the circuit court, that we have enough evidence.

24            All we have right now is this one little  
25     testimony that Justin pays to use the plane, and

1 we've got some hearsay that some people have  
2 affirmed it, which is why I'm of the position maybe  
3 we say, you shouldn't -- you shouldn't let anybody  
4 rent your plane or use it for private paid lessons,  
5 regardless if it's out of our airport, Craig, or  
6 another one, that is very too cute, that that would  
7 be a terminable offense moving forward, but that we  
8 essentially -- I guess it's deny in part the lease  
9 termination. That's kind of where I'm at. I'll  
10 open it up to both of you for thoughts. Who wants  
11 to go first?

12 MR. DIPOLA: Can I jump?

13 MS. CASH-CHAPMAN: Go for it.

14 MR. DIPOLA: Yeah. So, I mean, I get what  
15 we're saying. Hey, 30 days, we can cancel for I  
16 don't like your tie. We acknowledge that  
17 Mr. Pittman absolutely can do that and has the  
18 authority which we've granted to him to do that.  
19 The argument is that's not right to do. So there's  
20 a spectrum of 30 days, Attila the Hun you said,  
21 versus, you know, a -- I don't know what you had  
22 said, but this -- this gray side.

23 There's also the side of, hey, it's  
24 100 percent commercial with black and white that we  
25 can't do commercial activities. But then what

1     qualifies as commercial activities on this end of  
2     the spectrum friends and family?

3             Also, the notion of, well, this is a biased  
4     review of the -- biased review of the hangars,  
5     right? He just came in and, you know, cherrypicked  
6     these two and then did the other ones versus, okay,  
7     this was completely random and he did it at a --  
8     just in an arbitrary time and it just happened to  
9     be wrong both times.

10            I think there's a spectrum, and I don't know  
11     that I'm ready to debate, hey, whether or not --  
12     which he absolutely can, you know, do in 30 days,  
13     but we absolutely probably would not entrust him to  
14     do so if he continued doing that sort of activity.

15            I think the fact that we have a waiting list  
16     really is pretty overpowering. The fact that we  
17     have people that have been waiting years and years  
18     and now this operator will have a third hangar,  
19     which I think the evidence was pretty strong, there  
20     were two random compliance checks which both were  
21     failed. Moving planes between sites. We saw that  
22     money was clearly exchanging hands.

23            I also do think that, hey, when you -- you  
24     can't say there's no financial value to being able  
25     to fly whenever you want as well. So I think that

1 was an excellent point.

2 And -- and frankly, I think there was a chance  
3 to remedy it all the way back in March and it's  
4 gone on for months. You would think like you would  
5 be ultra on your best behavior. I mean, I  
6 understand the Facebook ad, the argument that,  
7 well, it wasn't mentioned, but, you know, it was  
8 posted in St. Augustine.

9 I think that there's enough circumstantial  
10 evidence that it is still evidence, and I think  
11 it's beyond a shadow of a doubt that we should not  
12 grant the appeal.

13 MS. CASH-CHAPMAN: I think that, you know, you  
14 pulled at my heart strings with letting people use  
15 the aircraft that couldn't afford it, and I  
16 genuinely appreciate that you are doing that for  
17 the aviation community.

18 But despite the colorful depiction that  
19 Mr. Ludwig painted of Mr. Pittman while he was  
20 searching through these hangars, he did go through  
21 every hangar, right? And so, a lot of people got  
22 all of these things. And we, at least three of us,  
23 have sat here just a few months ago having a very  
24 similar discussion. And nothing, nothing really  
25 changed that much to me.

1           So from what I'm hearing is, that at some  
2 point, someone went to Mr. Pittman and asked, can  
3 we use the airport for this and they were denied.  
4 At some point money was exchanged for use of a --  
5 of an aircraft. That home airport is  
6 St. Augustine. So reasonably, you would assume  
7 that would be a business that money is exchanged.  
8 You don't just exchange money for fun.

9           And as you mentioned, good tenants. Good  
10 tenants, to me, I define that as someone that  
11 follows the policies we have in place which they  
12 agreed to when they signed that lease. And that's  
13 not what I'm seeing here. I'm not seeing it  
14 continued after they had that other chance. And  
15 this isn't the first time we've seen this and this  
16 will not be the last time that we see this.

17           But when it comes down to it, I take the  
18 emotion out of it, and maybe it's PTSD from the  
19 past few years, I'm not sure, but at the end of the  
20 day, is this defensible? Is our decision  
21 defensible in the court of law?

22           And I think that us defending the authority  
23 that we've given to the interim director to  
24 terminate a lease, if we take that away from him,  
25 we're undermining him and saying that we don't

1 trust our own staff. And I do trust the people  
2 that are here day to day doing their job.

3 So all of these stories that are coming out  
4 are fantastic, but the facts of the matter are  
5 there was money exchanged, they've already had an  
6 another chance, and now we're saying, you know  
7 what? Take another hangar. Why not? Because you  
8 really set a really good example with the past few  
9 we've given you and I don't know how many chances  
10 one should get.

11 MR. DIPOLA: Caveat. I'm not speaking to the  
12 new hangar. I mean, to me, that's -- that's  
13 completely separate.

14 MS. CASH-CHAPMAN: Sure. But, I mean,  
15 logically speaking, are we going to be back here in  
16 six more months when there's -- do you know what  
17 I'm saying. Great, take that next hangar that's  
18 available to you. But this hangar right here,  
19 money was exchanged.

20 MR. LUDWIG: Two.

21 MS. CASH-CHAPMAN: I'm sorry. These two  
22 hangars --

23 MR. LUDWIG: Two.

24 MS. CASH-CHAPMAN: -- money was exchanged.

25 MR. LUDWIG: He's throwing him out of two



1 hangars.

2 MS. CASH-CHAPMAN: I know. Yeah. But money  
3 was exchanged. So that to me says that's a  
4 business.

5 MR. LUDWIG: Yeah, but --

6 MS. CASH-CHAPMAN: Our policy says --

7 CHAIRMAN PRIMROSE: Hold on. Hold one.

8 MS. CASH-CHAPMAN: I'm still. Thank you so  
9 much.

10 CHAIRMAN PRIMROSE: We're talking.

11 MS. CASH-CHAPMAN: Our policy says, no  
12 commercial, so.

13 CHAIRMAN PRIMROSE: Yeah, and I'm -- and  
14 that's why I said, I think there's evidence that --  
15 that says it was commercial.

16 MR. DIPOLA: I don't think that's in the  
17 evidence.

18 MR. LUDWIG: Which -- which hangar?

19 CHAIRMAN PRIMROSE: Hold --

20 MR. LUDWIG: Which hangar are we talking about  
21 was the commercial?

22 CHAIRMAN PRIMROSE: Hold on. Hold on. The  
23 only -- the only actual evidence that we've heard  
24 today was actually from the tenant saying, I get  
25 paid by Justin for the use of my plane.

1           Mr. Roberts didn't present any bank  
2     transactions or any -- any nonhearsay evidence that  
3     money was -- was transacted. Courtney heard  
4     through somebody else that somebody was offering.  
5     There's been -- so there's been -- the only  
6     evidence was direct testimony that Justin paid for  
7     the use. The other testimony was we're employees  
8     of his company, and by use of being employees, we  
9     get to use the planes free of charge.

10           So I'm agreeing there is evidence that  
11     commercial activity occurred for Justin's use of  
12     the plane. So I just want to make it very clear  
13     that I don't disagree at all.

14           So I -- so it's not about trusting Courtney,  
15     because there is evidence that showed at least one  
16     individual was taking a plane to Craig and then  
17     doing lessons there and then we just got evidence  
18     that that person was paying. So it's not all about  
19     that.

20           It's -- what I've -- what I've seen is -- I  
21     don't even know how many times that this Justin guy  
22     paid. We're -- and we're basing it off of this  
23     one. And I haven't been here --

24           MR. DIPOLA: No.

25           CHAIRMAN PRIMROSE: -- for any of these other

1 ones, right? So I'm being presented -- because  
2 that's what we have to do. We have to be the facts  
3 that were presented today, which is Courtney did a  
4 spot -- spot inspection that was not arbitrary, the  
5 planes were not in the right hangars, one plane was  
6 in the other -- one plane was in E-10 that was  
7 suppose to be in E-4 and the plane that was in E-4  
8 was supposed to be in E-10. And that's also not --  
9 not disputed.

10 I don't think you're even disputing that it  
11 could have been for that one two-hour time frame  
12 that the planes were in the wrong hangars. What  
13 you showed us is later on in the day they were back  
14 in their rightful place, and I don't think  
15 anybody's disagreeing that the planes flopped over.  
16 I think the real question is --

17 MR. LUDWIG: And you have evidence in what it  
18 is today.

19 CHAIRMAN PRIMROSE: Yeah, and I don't -- and  
20 that doesn't -- that doesn't bother -- that has no  
21 bearing on --

22 MS. CASH-CHAPMAN: I'd move my plane, too --

23 CHAIRMAN PRIMROSE: Yeah, yeah.

24 MS. CASH-CHAPMAN: -- if I were coming here,  
25 so that doesn't mean a lot for me.

1           CHAIRMAN PRIMROSE: And I hear what you're  
2 saying about sticking true. I guess what I'm --  
3 what I'm really trying to get at is, I mean, we  
4 have a bigger issue here that we have to decide  
5 which is, A, does letting your -- does nonpaid  
6 flight instruction qualify as commercial activity?

7           What Brad and Katob did, was that commercial  
8 activity? That's I think one question that we have  
9 to grapple with today. We know that Justin paid  
10 for using the plane. That's commercial activity  
11 right there. We don't have any evidence of how  
12 many times that happened. It could have been that  
13 the one individual who Courtney heard from Atlantic  
14 that went to the E-10 E-4 hangar, it could be ten  
15 times. We've got a Facebook post that seems to  
16 offer rental and instruction.

17           Are those grounds to say you're done, get out?  
18 Or is it -- and I think Mr. Ludwig brings an  
19 interesting point, is the most appropriate thing to  
20 offer a -- a cure period of we -- we found this  
21 egregious thing, please explain it, don't do it  
22 again. If -- you know, and if you don't cure, then  
23 you're going to -- that's where I -- I kind of  
24 think that the airport should operate with cure  
25 periods.

1 I think that the tenants should have the  
2 ability to be told here's where we think you  
3 violated the lease. You've got ten days or  
4 whatever to fix it or -- or not do it again before  
5 we're just going to cut you out.

6 That's just me. I do think that that's a  
7 decision we have to have at the workshop and  
8 then -- and a tailored use policy moving forward,  
9 which is why I was just -- what my position was, we  
10 say you messed up based on at least the testimony  
11 about Justin paying and the Facebook post, but we  
12 say, moving forward, if we catch you doing that,  
13 now you're -- now you're done. That's all I'm  
14 saying.

15 MR. DIPOLA: I don't think we need to grapple  
16 with the question of, you know, how much, you know,  
17 is friendly versus how much is commercial. And  
18 like, well, hey, if somebody goes to Phoenix for  
19 three months, you know, and gets paid over there.  
20 That's not what's happening.

21 CHAIRMAN PRIMROSE: But do you see the problem  
22 with that, though?

23 MR. DIPOLA: I do, but, I mean, what was the  
24 court case where if you see like I can't  
25 pornography, but I know it when I see it. I think

1 at this point we don't need to grapple with the  
2 nuance because we're not at a nuance.

3 CHAIRMAN PRIMROSE: I think you do, because  
4 you're -- you're -- if you say that, you are -- are  
5 essentially, and Mr. Roberts said this, I mean,  
6 you're essentially -- this case, and my  
7 understanding is there's been prior cases, they all  
8 build on each other.

9 So what we're saying today, if -- if you guys  
10 decide to do it is, flying to Craig and back in one  
11 day to do it is -- that's no-no, don't do that.

12 MR. DIPOLA: It is.

13 CHAIRMAN PRIMROSE: But if you drop your plane  
14 for 24 hours at Craig, is that it?

15 MR. DIPOLA: So I disagree that we're doing  
16 that, nor is that what I'm saying.

17 Furthermore, in engineering, we have  
18 countermeasures for safety. So, for instance, you  
19 know, you have a 50-mile-per-hour facility, you  
20 just put up a 45-mile-per-hour sign. Hey, people  
21 usually drop like one and a half miles per hour,  
22 two miles per hour, but they're not dropping five  
23 just because you put a different posted speed  
24 limit.

25 For you to actually change, things are

1 multiplicative. So, you know, you narrow the road,  
2 you narrow the lane, you put a chicane, I mean,  
3 maybe not from 45 -- 50 to 45, but there is in --  
4 exponentially increased effectiveness when you  
5 combine things, and I think that's what's clear in  
6 the evidence here.

7 We're not just talking about the money  
8 exchanging hands between Justin. We're talking \$10  
9 hour from company to company. We're talking about  
10 two random times. We're talking about a six-month  
11 or a seven-, eight-month cure period, not -- not --  
12 not ten days. Random checks. Evidence produced by  
13 Courtney directly with Emily discussing this  
14 agreement.

15 I think all these -- plus an ad that kind of  
16 corroborates the fact that it seems like there was  
17 some activity going on. Whether or not it  
18 explicitly said flights -- well, it didn't -- it  
19 said flight --

20 CHAIRMAN PRIMROSE: It doesn't say flight.  
21 It -- so wouldn't it be the more prudent thing to  
22 do to say -- because what I'm hearing is they  
23 were -- they were never told you've got to stop  
24 this. And so --

25 MR. DIPOLA: In March.

1 MS. CASH-CHAPMAN: But they were also told  
2 when they signed their lease agreement --

3 CHAIRMAN PRIMROSE: No, no. I understand  
4 that.

5 MS. CASH-CHAPMAN: -- they were also told not  
6 to have a commercial --

7 CHAIRMAN PRIMROSE: Well, hold on. They were  
8 told no commercial activity. And we've got at  
9 least two things that are noncommercial activity.  
10 We've got, one, this Justin guy -- and I'm not  
11 worried about -- I think you're -- I think you're  
12 misreading the lease, the \$10 per hour. I think  
13 you're misleading how aviation plane leases --

14 MR. DIPOLA: No, it's between companies.

15 CHAIRMAN PRIMROSE: Right. So I think you've  
16 got to take that off. I think we're all in  
17 agreement that Justin paying for the use of the  
18 plane for Justin to go to Craig is a no-no. We all  
19 agree that's a no-no.

20 MR. DIPOLA: It's a no-no.

21 MS. CASH-CHAPMAN: Uh-huh.

22 CHAIRMAN PRIMROSE: Right? So the question  
23 is, is the most appropriate thing to say, because  
24 of Justin paying you for that -- those couple of  
25 flights or however many times -- we don't even have



1 evidence of how many times he did it, by the way --  
2 you're gone. You're done. For both -- and I don't  
3 even know which lease.

4 Because you make a good point, Mr. Ludwig,  
5 nobody has told us is it both leases or it is just  
6 the plane that was associated with E-4 or E-10? I  
7 haven't heard that, okay?

8 So is that the appropriate thing to say, hey,  
9 you know what? You're out on both of them because  
10 this one guy, we don't know how many times,  
11 essentially screwed you because you took money from  
12 him. Or do we say, we get it out in the open,  
13 that's not right. Don't do it again. This is your  
14 notice. Brad can fly his -- the plane. He can fly  
15 Brian's daughter and husband free of charge. Katob  
16 can find his -- fly his fiancée free of charge just  
17 for getting hours. But if we catch Justin taking  
18 that plane to Craig for private lessons again,  
19 you're out because that is commercial activity. We  
20 are all in agreement. And we say that you're done.

21 MS. CASH-CHAPMAN: I think that --

22 MR. DIPOLA: That's not my rationale.

23 MS. CASH-CHAPMAN: -- the problem is that,  
24 number one, we already found out they're doing  
25 that, right? And, number two, do we have the

1 resources that we want to spend on having our  
2 staff, you know, essentially watch and look like  
3 we're retaliating against this company?

4 MR. DIPOLA: And trying to outfox them.

5 MS. CASH-CHAPMAN: Right. We -- we already  
6 know. They've already admitted in their own  
7 testimony that there's commercial use, yes?

8 And so, if my mind, we have a policy, and  
9 again, if we don't like that policy, we revisit  
10 that. And I've been saying that for at least three  
11 years, revisit the policy. But the fact of the  
12 matter is we have not done that.

13 So it is our job as the Airport Authority  
14 board to uphold our policy, as we have asked our  
15 interim executive director to do. And now because  
16 he's done what we've asked him to do, we are  
17 sitting here discussing whether or not we're going  
18 to say, yes, we support the decision you made  
19 because it's based on the policy that we have  
20 approved or we're going to say you know what? We  
21 know that he's doing exactly what we asked him to  
22 do and keep us in compliance, but not this time.  
23 This time, it's okay.

24 MR. DIPOLA: Let me clarify what I said to you  
25 because I said outfox. I meant give them time to

1 outfox Courtney. Like, I feel like the burden of  
2 proof on having to, like, just check and make sure,  
3 you know, it's a shuffling act that I don't think  
4 is a reasonable burden of proof for his to manage  
5 two --

6 MR. LUDWIG: I don't think there's any  
7 testimony on shuffling on purpose or outfoxing. I  
8 think that's improper.

9 CHAIRMAN PRIMROSE: Okay. Let's have -- we --  
10 there's a -- there's a very important question, and  
11 then you guys can make your motions, which is which  
12 T-hangar is -- is it?

13 MR. ROBERTS: Both.

14 THE COURT: What's the evidence that it's both  
15 T-hangars?

16 MR. ROBERTS: The photographs I showed you  
17 with on September 6th, the aircraft that Justin  
18 uses is in E-10. Previously the Lance has been in  
19 E-10. They're both involved and so --

20 CHAIRMAN PRIMROSE: Okay. So because --

21 MR. ROBERTS: And to be clear, notices were  
22 issued in March on this basis and the activity  
23 continued.

24 CHAIRMAN PRIMROSE: Okay. So, but let me go  
25 back. Okay.

1 MR. LUDWIG: Your counsel's getting to argue a  
2 lot, but --

3 CHAIRMAN PRIMROSE: No, no.

4 MR. LUDWIG: -- I want an opportunity --

5 CHAIRMAN PRIMROSE: No, no. We're trying to  
6 get -- I'm just trying to get some factual basis  
7 here, because they have to make a motion, not me.  
8 Is -- is it also against policy, then, that if on  
9 one day the airplanes are in different hangars,  
10 that that's grounds for termination?

11 MR. ROBERTS: It -- it is. It's in the lease  
12 agreement.

13 CHAIRMAN PRIMROSE: Okay. So that --

14 MR. ROBERTS: It's just --

15 CHAIRMAN PRIMROSE: Okay. Okay.

16 (Cross-talking.)

17 CHAIRMAN PRIMROSE: So hold on.

18 MR. ROBERTS: And not only that --

19 CHAIRMAN PRIMROSE: Okay. Please --

20 MR. ROBERTS: -- it says without notice.

21 CHAIRMAN PRIMROSE: Mr. Roberts, please.

22 MR. ROBERTS: Yeah.

23 CHAIRMAN PRIMROSE: So that's on the record.

24 Aviation counsel has told the Authority, and this  
25 is for SAAPA and you go tell all of your -- go tell

1 all of the general aviation, if you get caught with  
2 your plane in somebody else's hangar for ten  
3 minutes, an hour, whatever the airport goes and  
4 gets it, those are grounds for termination. Don't  
5 do it. Because that's the advice that we just got  
6 from the aviation counsel, is if that plane is  
7 caught in anybody else's hangar, grounds for  
8 termination. I just want --

9 MR. DIPOLA: That's not what I'm saying,  
10 either.

11 CHAIRMAN PRIMROSE: No, no. I know. I  
12 don't -- it's what our attorney just advised us.

13 MR. DIPOLA: But they have time to cure,  
14 correct?

15 CHAIRMAN PRIMROSE: No. That's the point.  
16 There's no time to cure.

17 MR. DIPOLA: What I'm saying is they've had  
18 six months to cure.

19 MR. LUDWIG: Now that's -- we keep hearing  
20 this. Let me tell you. You weren't here at that  
21 last board meeting.

22 At the board meeting, if you go back on the  
23 record, your chairman instructed me to provide  
24 Mr. Roberts with some evidence about ownership of  
25 the plane, and we did that.

1           We thought we were done. I mean, there wasn't  
2           any, don't do this. You know, we thought that we  
3           were done. And then we get this next -- another  
4           appeal all of a sudden it's starting six months  
5           later.

6           In fact, as a result of that meeting, as a  
7           result of that meeting that we were instructed to  
8           provide Mr. Roberts with the information, that's --  
9           everything regarding use of the airplanes, you  
10          know, so-called flight school, it shut down. I  
11          mean, there was no -- no more since March.

12          What they did do is this one flight instructor  
13          had some students, said, well, why don't I just --  
14          I'll fly off of this airport, thinking that's the  
15          appropriate thing to do, and -- and, you know,  
16          not --

17          CHAIRMAN PRIMROSE: Yeah.

18          MR. LUDWIG: -- conduct it and go up there and  
19          then all of a sudden that's now wrong.

20          CHAIRMAN PRIMROSE: No, I -- I hear you. And,  
21          look, I've exhausted my -- my words on this. I  
22          think if we're going to be looking at the T-hangar  
23          use policy and we're going to be talking about  
24          giving grace periods and defining some things, that  
25          the most prudent thing to do is a -- is a slap on

1 the wrist, but I think that I've lost that. So  
2 both of you can -- I can't make a motion as the  
3 chair, so there needs to be a motion on either  
4 accepting Courtney's termination of the lease or --

5 MR. LUDWIG: Both leases.

6 CHAIRMAN PRIMROSE: -- both leases or denying  
7 it in some part. So one of you has to --

8 MR. DIPOLA: Well, I want to clarify, too. My  
9 basis is not because I think anybody's trying to  
10 out outfox. I'm saying, though, that I don't think  
11 it's appropriate to give this indefinite cure  
12 period where Courtney has to continue to put this  
13 huge burden of proof. I think he's done that  
14 through a series of things. My motion would be to  
15 deny the appeal.

16 CHAIRMAN PRIMROSE: Okay.

17 MS. CASH-CHAPMAN: Second.

18 CHAIRMAN PRIMROSE: There's a motion. It's  
19 properly seconded.

20 MS. MARTIN: I'm still in the meeting.

21 CHAIRMAN PRIMROSE: Ma'am, if you're going to  
22 be on the phone, can you please -- can you please  
23 step out? Thank you.

24 All right. We have a motion properly  
25 seconded. I don't think there's any further

1 discussion needed. All those in favor, say aye.

2 MR. DIPOLA: Aye.

3 MS. CASH-CHAPMAN: Aye.

4 CHAIRMAN PRIMROSE: Opposed? Nay. The motion  
5 carries two to one. Thank you.

6 AKERMAN FRS

7 CHAIRMAN PRIMROSE: All right. Next up is  
8 Agenda Item Number 14. I will take this one.  
9 Everybody's been briefed on the ongoing review by  
10 Akerman into FRS compliance.

11 The request is to authorize Akerman to close  
12 out their current compliance for a not-to-exceed of  
13 \$90,000, which then they will provide us a review  
14 of everything that they've found at the December  
15 workshop so that then we can take further action.

16 There's really nothing to -- to discuss just  
17 yet because we need to get that finalized, and I  
18 think once we have a final report, we will. So  
19 would entertain a motion to approve the continued  
20 engagement for a not-to-exceed of \$90,000 to close  
21 out phase one of the FRS compliance review.

22 MS. CASH-CHAPMAN: Can I ask a question? I'm  
23 sorry. So if we are approving this, we're  
24 approving them another \$90,000?

25 CHAIRMAN PRIMROSE: To finish out what they



1     were -- the remaining that they were doing in the  
2     five-year review. Just to close it out.

3           MS. CASH-CHAPMAN: And I understand that you  
4     say up to. But, again, in my previous experience  
5     with this law firm, when we say up to, they charge  
6     us up to and then they charge us additional things  
7     after that.

8           And I'm wondering if there's a way that we can  
9     have them hand over what we've already paid for  
10    them to do and have our legal counsel, who when we  
11    hired them, stated they had all of these different  
12    departments within their company, that we utilize  
13    them instead of who I consider a predatory law  
14    firm.

15          CHAIRMAN PRIMROSE: Yeah, I just think they're  
16    almost done. The number that they gave was their  
17    number to finish it. And to -- to stop midway  
18    through and have somebody else pick it up, I think  
19    is not prudent.

20          But I do believe that when we get the board  
21    briefing in December, that we will have an  
22    opportunity to discuss moving forward with a  
23    Phase 2 review and everything that comes with that.

24          That's why I'm in support of this. It's  
25    just -- and this is no offense to our counsel

1     because they -- they do a phenomenal job, but I  
2     think they would probably tell you picking up in  
3     the middle of somebody else's work when they're  
4     almost done is not the smartest use of resources or  
5     time and that's why I'm -- I'm in favor of just  
6     letting them finish their Phase 1 review.

7             MR. DIPOLA: Well, I -- I had a question,  
8     then. Just because I agree with one point doesn't  
9     necessarily mean I agree with the conclusion.

10            I agree it's not good to have somebody else  
11     pick up halfway, as a generality. However, I hear  
12     that they will be done in a month. I think there  
13     needs to be a time limit set for them to complete.

14            CHAIRMAN PRIMROSE: Yeah, they're --

15            MR. DIPOLA: Not just a statement they'll be  
16     done in a month, but --

17            CHAIRMAN PRIMROSE: No. The -- the request  
18     that I made to them is that they present their  
19     final Phase 1 findings to us at the December board  
20     meeting for us to then take board action on the  
21     findings and recommendations.

22            MS. CASH-CHAPMAN: Can I --

23            CHAIRMAN PRIMROSE: So that's the -- and we  
24     can -- we can -- we can not only give Courtney, but  
25     we can also give general counsel the direction to

1 work with Akerman and let them know that.

2 I mean, here's the thing. We have to pay a  
3 bill. So if they don't get it done on time, we  
4 withhold. So we can just tell them, like, as part  
5 of you getting paid for the final Phase 1, you have  
6 to be at this board meeting in December and you  
7 have to complete your Phase 1 review.

8 MS. CASH-CHAPMAN: I would also request, as I  
9 did previously and that just -- I don't know where  
10 that went because we never got that documentation  
11 from Akerman.

12 I would like notice when they're approaching  
13 certain monetary points so that we know how much  
14 we're spending, because I don't think -- you know,  
15 I asked for that when it was a \$70,000 --

16 CHAIRMAN PRIMROSE: Yeah.

17 MS. CASH-CHAPMAN: -- up to, and we didn't get  
18 that until after we got the \$70,000 bill and then  
19 some. So I think it would be in our best interest  
20 as an airport to make sure that we are staying on  
21 top of them and what they are charging us and what  
22 they are providing for what they are charging.

23 CHAIRMAN PRIMROSE: Yeah. I mean, I think we  
24 can ask Courtney to, you know, and general counsel  
25 to let Akerman know that it's a hefty bill, we want

1 regular updates to both of you on where their  
2 billing is, what their completion -- because the  
3 way that I took the call was they're almost done,  
4 and then I think the 90 -- up to 90,000 included  
5 some of the work that they've already done that we  
6 were privy to in our briefings. So if we can get  
7 a, how much have they already billed, how much is  
8 left, confirmation that they have to come and get  
9 in December for a board presentation, that that  
10 would be the best way to do it.

11 MR. DIPOLA: So, at the time, they had I think  
12 they had 19 employees done and 37 left that they  
13 hadn't touched. They had 90,000 left to complete  
14 that review, and if I'm not mistaken, they had a  
15 little caveat after that, does not include  
16 coordination with FRS, does not include corrective  
17 actions. So, to me, that opens the door for, hey,  
18 90,000 --

19 CHAIRMAN PRIMROSE: No.

20 MR. DIPOLA: -- plus those corrective actions  
21 would be done by our in-houses, the expectation.

22 CHAIRMAN PRIMROSE: Correct. The expectation  
23 is give us what you are currently doing to  
24 completion, present to us all the findings, and  
25 then let us as the board determine next steps on

1     that.  So I took it -- that's why I asked Courtney  
2     to put in there no to exceed 90, because they said  
3     90 many get them to finish the Phase 1 review and  
4     present to us.

5           MS. CASH-CHAPMAN:  And I also, I did ask our  
6     attorneys in an e-mail today if -- if it would be  
7     appropriate -- and perhaps it isn't, but I thought  
8     I should at least bring up to the board.  Is there  
9     a point -- I obviously do not work with the FRS,  
10    but is there a point to which our legal counsel can  
11    contact them and say, here's what we've discovered,  
12    here's what we're doing, what do you need and want  
13    from us, so that we're giving the proper direction  
14    to whatever law firm continues to do this?

15           Because if we're paying them this up to  
16    \$90,000 to go back the 20 some-odd years, but they  
17    only want up to X amount or -- you know, just to  
18    see what they actually want.  I don't know if  
19    that's something that we do.  I don't know if it's  
20    worth doing, but I thought it's at least worth  
21    bringing up.

22           CHAIRMAN PRIMROSE:  Yeah, I think -- I think  
23    let's see what the phase one report says, and then  
24    we as collectively as a board with Courtney and  
25    general counsel can discuss the appropriate pathway

1 forward, including just us going to -- I mean, us  
2 but general counsel going to them, too.

3 MS. CASH-CHAPMAN: Thank you.

4 CHAIRMAN PRIMROSE: Yeah, this is purely just  
5 we need to get this Phase 1 done and we need to be  
6 presented to it -- have a presentation in December.

7 MR. DIPOLA: So I can make a motion. I am  
8 going to put the one month, you know, at our next  
9 meeting that they are complete with the Phase 1 as  
10 part of that, though, if that's acceptable to the  
11 Chair.

12 CHAIRMAN PRIMROSE: Yeah. Yeah, I think --

13 MR. DIPOLA: Okay. So, in that case, I will  
14 say, you know, I'm -- my motion is that we approve  
15 continuation of Akerman with the caveat that by our  
16 next meeting, they will have the results of Phase 1  
17 complete.

18 CHAIRMAN PRIMROSE: And you want to add not to  
19 exceed 90?

20 MR. DIPOLA: Not to exceed \$90,000, yes.

21 CHAIRMAN PRIMROSE: Do we have a second?

22 MS. CASH-CHAPMAN: I'll second it.

23 CHAIRMAN PRIMROSE: All right. We have a  
24 second. Any further discussion? Any public  
25 comment? Seeing --

1 MR. DIPOLA: I have one more comment on that.

2 CHAIRMAN PRIMROSE: Okay.

3 MR. DIPOLA: I made it clear, too, that I do  
4 think we need to go further back if the results  
5 seem to indicate what they indicated at the --

6 CHAIRMAN PRIMROSE: Let's have that -- let's  
7 have that discussion in the workshop. All right.  
8 Any further comments/discussions? Hearing none, no  
9 public comment, all those in favor, say aye.

10 MS. CASH-CHAPMAN: Aye.

11 MR. DIPOLA: Aye.

12 CHAIRMAN PRIMROSE: Aye. Any opposed?  
13 Hearing none, the motion carries.

14 INTERNAL INVESTIGATION

15 CHAIRMAN PRIMROSE: All right. We're almost  
16 done. Agenda Item Number 15, I asked for this one  
17 as well.

18 As -- as the board knows, and we've got one  
19 board member who's -- who's lived it all, we've got  
20 other board members, including myself, Mario and  
21 Jerry, who have just scratched the surface of  
22 seeing everything.

23 As I -- as I have said -- somebody said I was  
24 in a TV interview; I have not given a TV interview,  
25 but I have been very consistent that I would love

1 to turn a new page for the airport. I think  
2 Michelle obviously would love to get a sense of  
3 regularity and get down to good business.

4 As part of that, there have been a bunch of  
5 allegations made, and I think it's the most  
6 appropriate thing to not just say allegations are  
7 made, we're not going to look into them. I think  
8 that we owe it to the public and to ourselves as  
9 board members to do an internal investigation into  
10 the allegations that were made of any misconduct,  
11 but also to advise us as board members what  
12 institutional controls that we might not have that  
13 we should have related to -- to board activity, to  
14 board member conflicts, to day-to-day institutional  
15 controls.

16 So what I'm going to be asking, and I hope  
17 that somebody would make a -- make a  
18 recommendation -- or, excuse me, a motion, is to  
19 authorize general counsel -- who's new to the  
20 airport, who hasn't been around for when the  
21 alleged misconduct or anything occurred, to conduct  
22 an internal investigation; they will be the  
23 cheapest and most efficient way to do that versus  
24 trying to go get some outside company to look into  
25 the allegations that were raised -- to provide us



1 some factual findings and any actionable  
2 recommendations that they may -- may find.

3 In talking with general counsel, they have a  
4 former Attorney General who's got experience in  
5 doing investigations at a criminal and, I guess,  
6 civil -- civil, that they would -- that they would  
7 task with doing this in their firm, to take  
8 statements, review documents, get both sides of --  
9 of the allegations.

10 Part of this as well, for the board and the  
11 public, is to give Courtney a chance to tell his  
12 side of -- of the allegations that were made. He's  
13 been put in a position where he has not been able  
14 to explain from his side because there was a  
15 criminal investigation and then there were  
16 allegations lodged.

17 And so, I just think as we move forward,  
18 especially as we're about to do an executive  
19 director search, it's good for him to be able to  
20 clear his name of any allegations that were lodged  
21 against him.

22 Separately, as part of that, I would ask, and  
23 Mr. Roberts and I have had this conversation,  
24 because there were allegations made against him and  
25 his dealings with the airport, there was also some

1 claims of ethics, that during this internal  
2 investigation, that he temporarily suspend his role  
3 as aviation counsel to allow there to be no  
4 conflicts during that.

5 I've talked to general counsel. They do have  
6 aviation attorney -- board certified aviation  
7 attorneys that can step in during this interim  
8 period to advise on any aviation legal issues. But  
9 that this would hopefully be very quick, very  
10 thorough, and provide us not only with a clean  
11 slate moving forward, but, again, board policies  
12 and institutional controls to better govern  
13 ourselves.

14 That's why I asked for it. Would love to hear  
15 your feedback or if you would support general  
16 counsel doing this.

17 MS. CASH-CHAPMAN: I do not -- well, let's  
18 separate the two.

19 I would support an internal investigation on  
20 Mr. Pittman. I think all that will do for him is  
21 clear his name, which I think is very important.

22 I would not support an internal investigation  
23 into Mr. Roberts for a few reasons. Number one,  
24 for an attorney to be investigated would tarnish  
25 his name, not clear his name.

1 Chad and I are the only two that are left that  
2 have been here since the start of this. Chad and I  
3 have nothing to gain being on this board, other  
4 than we're trying to do good things and we have an  
5 interest in this airport.

6 People fought for Mr. Roberts to be here.  
7 I -- admittedly, I don't think I voted for  
8 Mr. Roberts to be here, so I am not one of those  
9 people. I have no -- I don't know him outside of  
10 this area.

11 But what I do know is that he has done his job  
12 and he continues to do his job so in depth -- like  
13 you said, "You have 42 slides for this?" He does  
14 his job so in depth that he doesn't leave a lot of  
15 room for questions because he kind of just puts it  
16 all out there.

17 And out of all of the legal counsel that we  
18 have had in the past few years, he is the one  
19 person that has been asked repeatedly, "Show us  
20 your invoices for this." He is the one that  
21 everyone has kind of gone after. Which is fine. I  
22 mean, they -- you know, attorneys have thick skin;  
23 you can handle that.

24 When Douglas Law Firm left, Mr. Roberts very  
25 easily could have, and in retrospect, probably

1 should have walked away with them, and he stuck by  
2 us. And he has stuck by us, and all he has done is  
3 tried to continuously enforce the policies that we  
4 as a board, maybe it was before all of us, but we  
5 as a board have. And our thank you to that man is  
6 going to be to investigate him and tarnish his name  
7 and his reputation for what?

8 CHAIRMAN PRIMROSE: I think you're -- you're  
9 misreading it --

10 MS. CASH-CHAPMAN: I must be.

11 CHAIRMAN PRIMROSE: -- because the allegations  
12 made were -- were towards Mr. Roberts. And I agree  
13 with you. I -- I do not have any ill will towards  
14 him. I don't think he's gaining financially  
15 because he's probably losing money by being here.

16 But the allegations that were made as a board  
17 chair, I don't think should just be left out there  
18 hanging to say, we're going to look into the  
19 allegations made against Courtney, but we're not  
20 going to look into the allegations made to the  
21 lawyer.

22 And there's a higher power on all of this,  
23 which is the Florida Bar, and that's not what's  
24 being referred at all. This is just an internal to  
25 make sure that the allegations that were made about

1 conflicts of interest or representing certain  
2 interests over others are not true.

3 So -- and just so that we're all very clear,  
4 like I've talked to Courtney and -- and Chad about  
5 this so it's not a surprise to either of them that  
6 I asked for it. Courtney said that he was  
7 supportive. He wants his name to be cleared, he  
8 wants the opportunity.

9 And when I talked to Chad, even this afternoon  
10 on the drive in, his -- his request to me was that  
11 just that I ask for it instead of he -- him  
12 voluntarily temporarily suspending his services for  
13 the investigation.

14 So this is not -- this is only to say, we've  
15 got allegations that are out there. They've been  
16 in the news with both men. It is incumbent upon us  
17 to look into both of them and take direction after  
18 that. And if you're right, which you probably are,  
19 it's going to come back and say that Chad did  
20 nothing wrong other than provide sound legal  
21 counsel to Courtney and the airport. But at least  
22 we will have that documented versus what is now a  
23 one-sided that there is ethical misconduct on  
24 Chad's part and there is misconduct on Courtney's  
25 part.

1           Those are just hanging out there with no  
2 counters. This internal investigation allows us to  
3 get finality and board recommendations. That's the  
4 only reason I did it, and I -- and I talked to both  
5 men before I about it.

6           MR. DIPOLA: So, I mean, the notion that it's  
7 just out there, I mean, there's also the standpoint  
8 that you focus on it and you give it credibility  
9 when there may be not be credibility. That doesn't  
10 mean I'm against the investigation.

11           I am very much against taking off Chad as  
12 aviation counsel in the interim. I like that we  
13 have a general counsel and an aviation counsel. I  
14 think they can do whatever investigation while he  
15 still serves in his role.

16           If there is an investigation, which I would be  
17 interested to hear other perspectives whether it be  
18 Courtney's or public comment, I would -- I see this  
19 two months here, I would want to make sure it's  
20 explicit to the two months, but I also would not  
21 want to suspend Chad's service during the time.  
22 It's one of my views, but I would like to hear  
23 other people's thoughts.

24           CHAIRMAN PRIMROSE: Why don't we -- we'll go  
25 to Courtney and then we can go to Chad and then we

1 can see if there's board action before we open to  
2 public comment.

3 MR. PITTMAN: All right. I want it. I want  
4 the investigation because, as you see, there's news  
5 reporters in the crowd. I've had my name dragged  
6 through the press more than I would care to and I  
7 haven't been able to say anything about it; I  
8 just -- I have had to subject my family to  
9 accusations quietly. So I would love to have my  
10 name cleared.

11 When I took this job May 13th of last year, I  
12 didn't expect to have to endure this. And so, to  
13 keep -- for my namesake, for my children, for my  
14 parents, for our last name, I would like my name  
15 cleared. So I demand this, if I may.

16 CHAIRMAN PRIMROSE: Mr. Roberts?

17 MR. ROBERTS: I agree with Mr. Pittman. A lot  
18 of people here have made sacrifices for this  
19 airport and paid a big price. I don't think -- I  
20 think it gives it a little too much dignity for me  
21 to change my relationship with the airport over an  
22 outsider's claims of allegations.

23 When I step away, it's going to be to step  
24 away, that my work here is done. I -- I don't want  
25 to step away for 60 days and hand things off and

1 then come back. When I step away, it's going to be  
2 a step away.

3 There are a couple of things left in my time  
4 here that I'd like to look after. You know, the  
5 policies that we've had some experience with. It's  
6 for another day, but I -- I've been on the outside  
7 of this airport for three decades. I've been on  
8 the inside for three years.

9 I know everybody I've shared this with, the  
10 root cause of our problem is our governance  
11 structure. I'd like to take that up and give you  
12 an opportunity just to hear my thoughts about it.  
13 That's for another day. But until our governance  
14 architecture is fixed, that's what generates the  
15 headlines and will continue to generate the  
16 headlines after you leave.

17 So I don't -- I request that I serve at the  
18 pleasure of the board. I think it gives it a  
19 little too much dignity to -- to step away. When I  
20 do that, it will be to step away permanently. I'm  
21 not going to do an interim step away.

22 So I respectfully request that the  
23 investigation be conducted. I don't think it  
24 prudent -- not only for -- it's for the people that  
25 are going to sit here, right?



1           So you're going to find this perhaps when this  
2       executive search comes along or someone to replace  
3       me -- I think Ms. Chapman will tell you they --  
4       they put out the aviation RFP and no one showed up.  
5       And so they had to put out a second one for someone  
6       in the community that would come down here and do  
7       this.

8           There's no upside for someone like me much  
9       doing this. And so, I think it sends a very wrong  
10      signal for the people that you would ever ask to  
11      come in here to say, we'll serve up somebody's  
12      reputation to try to appease some outsider's  
13      allegation.

14          Let's do the investigation. Let's have them  
15      propound questions to me. And -- and I respond to  
16      your concerns, right? I don't want to respond to a  
17      third party's concerns. I want to respond to your  
18      concerns. And you -- you know, whoever the  
19      investigator is, give me a list of written  
20      questions and I'll answer it.

21          I think it's a little awkward to have us  
22      passing judgment on each other. I wouldn't pass  
23      judgment on my colleagues here. It's a little  
24      awkward. But let's do it at -- let's see where it  
25      goes. I -- I just think it gives it too much

1 dignity to ask somebody to step away under those  
2 circumstances.

3 Let's get the investigation going for  
4 Mr. Pittman. I've got -- I was -- I was there for  
5 a lot of this including the things about  
6 Mr. Pittman. I was there. And I wouldn't still be  
7 here if I didn't have confidence in the people that  
8 are here and -- and remain here, including  
9 Mr. Pittman. So I would like to participate in  
10 that as well.

11 I just think it gives it a little too much  
12 dignity to ask me to change my relationship to the  
13 airport based on an outsider's allegations.  
14 Otherwise, I'm entirely supportive of the  
15 investigation.

16 CHAIRMAN PRIMROSE: Okay.

17 MS. CASH-CHAPMAN: I just, I worry that we are  
18 letting the past control the future of the airport  
19 a little bit too much because, again, we're -- as  
20 Mr. Roberts said, he reports to the board.

21 And as a current board, the four of us that  
22 sit here on the board, I personally do not have any  
23 real concerns or questions about his position as  
24 our aviation attorney.

25 Do I have some questions and some follow-up

1 things for Mr. Pittman? Absolutely. And that's  
2 why I think it's important when we're discussing  
3 this is to separate the two, because they are two  
4 separate people, they have two separate everything.  
5 But I also question: Is there somebody else that  
6 can do this internal investigation? Would this be  
7 something that we would partner with the county's  
8 HR or something, you know, one of those  
9 relationships that we have to -- to sincerely  
10 remove --

11 MR. DIPOLA: Bias.

12 MS. CASH-CHAPMAN: -- any bias or anything of  
13 that sort.

14 MR. DIPOLA: I'd like to give some legitimacy  
15 to what Michelle said, as well. And this isn't a  
16 knock on Chris. I think it's perfectly transparent  
17 and honest.

18 But when I said, you know, I think we had a  
19 conversation my first day on the job, why would you  
20 want to do it -- do this as a board member? To  
21 which, you know, to serve is community is my  
22 response, but, you know, there's not a real good --  
23 there's no ulterior motive. There's not a real  
24 good reason for why the heck I would want to sit  
25 here. And when I asked you the question, you said

1 capitalism, right? I think that's a good business  
2 opportunity.

3 And I'm -- I praise God you're here, because  
4 thank goodness for capitalism. But I do think that  
5 that does imply an opportunity for bias. So I  
6 don't think -- for that same reason, I do think it  
7 would be unjust to Chad to have him step away from  
8 his role.

9 CHAIRMAN PRIMROSE: Okay. Look, I mean, I  
10 talked to Chad two weeks ago and he was fine with  
11 voluntarily stepping aside, but if he's changed his  
12 mind and you guys think -- here's what I'll say.

13 As a lawyer, the allegations, if true, are  
14 concerning. I don't think that you can look into  
15 the allegations made against Courtney without  
16 looking into the allegations of Chad's involvement  
17 in anything. But if the board's decision is to  
18 allow him to stay on during this period and you  
19 feel comfortable, then -- then so be it.

20 On the Lippes thing, if you cannot trust our  
21 current general counsel to do an unbiased internal  
22 investigation, then -- I mean, that's essentially  
23 what you just said, though, is --

24 MS. CASH-CHAPMAN: I think it protects him.

25 CHAIRMAN PRIMROSE: But I think if you cannot

1 trust them to hire -- to have somebody in their  
2 firm look at the in -- underneath the hood to come  
3 up with institutional controls and policies, then  
4 we're sending a pretty bad message about our belief  
5 in their abilities.

6 And that's why my suggestion was to just let  
7 general counsel do an internal investigation.  
8 Courtney said he's good with it. Chad's good with  
9 it as long as he gets to remain in the services.

10 So I don't -- I really don't see what -- what  
11 need for any further debate on it other than if  
12 somebody would make a motion to authorize general  
13 counsel to conduct an internal investigation into  
14 the allegations of misconduct and provide any  
15 recommendations on institutional controls and board  
16 member policy moving forward and to complete that  
17 for a presentation at our January board meeting.

18 MR. DIPOLA: So -- so the motion that you're  
19 suggesting -- and I do want to clarify because that  
20 is not what I'm saying, is I don't trust our  
21 general counsel.

22 But when there is a potential opportunity for  
23 conflict, particularly if their aviation attorney  
24 would come in and fill the role of Chad, that is a  
25 direct conflict. So --

1           CHAIRMAN PRIMROSE: But now you're  
2           impugning -- you're impugning them now --

3           MR. DIPOLA: No, I'm not.

4           CHAIRMAN PRIMROSE: -- by suggesting that.

5           MR. DIPOLA: I'm not impugning them.

6           MS. CASH-CHAPMAN: We're also suggesting that  
7           Mr. Roberts has done things that he hasn't done  
8           either, so, I mean, where do we draw the line?

9           MR. DIPOLA: I mean, I --

10          CHAIRMAN PRIMROSE: But there's an allegat- --

11          MR. DIPOLA: I'm saying there is --

12          CHAIRMAN PRIMROSE: There's an allegation from  
13          a board -- a former board member and a tenant of  
14          the airport. So -- so let's take a step back here.

15          MR. DIPOLA: I just want --

16          CHAIRMAN PRIMROSE: Take -- hold on. Take the  
17          former board member out of it. You've got  
18          allegations of a current tenant who is not feeling  
19          like they're getting a fair shake. It is incumbent  
20          on us as the Authority --

21          MR. DIPOLA: Of course.

22          CHAIRMAN PRIMROSE: -- to make sure everybody  
23          knows that they're getting a fair shake at the  
24          St. Augustine Airport. We just had a presentation  
25          that we can hold nobody to a higher standard,

1 nobody gets special treatment. Then we should be  
2 acting that way.

3 MR. DIPOLA: So --

4 CHAIRMAN PRIMROSE: That we should be --

5 MR. DIPOLA: Yeah, and -- and I'm not. I'm  
6 just clarifying that I'm not impugning or saying I  
7 don't trust. Just I don't want reworded what I've  
8 stated, that there is an opportunity for conflict  
9 when one aviation attorney steps out and another --  
10 another aviation attorney steps in.

11 I'm not saying -- I'm saying that there's  
12 controls and things for a reason to minimize these  
13 opportunities, and I would think it would not be  
14 wise to ask Chad to step away while we investigate  
15 him and then make some statement about impugning or  
16 not trusting our general counsel.

17 CHAIRMAN PRIMROSE: Yeah, which I -- look, if  
18 that's the -- if that's the will of the board, to  
19 do the internal investigation, have a -- have a  
20 presentation by January and that during the time,  
21 Mr. Roberts is current -- is -- still remains an  
22 aviation counsel, then I'm fine with that move. So  
23 if that's what the motion is, then --

24 MS. CASH-CHAPMAN: I'm still concerned, and it  
25 has nothing to do with my trust factor for our

1 general counsel. They -- I am an open book enough  
2 that they would know if I had an issue with them.

3 My concern would be to have an outside, you  
4 know, whether it's through the county or another  
5 kind of community that we can use, that it not only  
6 protects the people that are being investigated to  
7 ensure that they have an unbiased investigation  
8 done, but I think it also protects our general  
9 counsel. Because if it comes back and their names  
10 are totally cleared, well, that's because that's  
11 they're all friends. I mean, there's still much  
12 room for -- for all of this that, you know, how  
13 long do we continue to let the past dictate the  
14 future? I don't know. I just don't see --

15 CHAIRMAN PRIMROSE: There's a -- that --  
16 that's going to be anybody, though.

17 MS. CASH-CHAPMAN: Sure.

18 CHAIRMAN PRIMROSE: Regardless of the outcome,  
19 there's going to be naysayers who, "This was fixed"  
20 or "There's that relation." I mean, that's --

21 MS. CASH-CHAPMAN: So shouldn't we eliminate  
22 as much of that as possible?

23 CHAIRMAN PRIMROSE: Yeah, we do it by using  
24 the law firm that we hired to -- and we trusted for  
25 general counsel services, who by the way is



1 drafting board policy and recommending board  
2 governance to us. I don't know who else you -- I  
3 don't know who you could trust more than the firm  
4 hired to provide general counsel services, board  
5 governance, make sure that we don't get ourselves  
6 in trouble.

7 MS. CASH-CHAPMAN: And again, I'm not saying I  
8 don't trust --

9 CHAIRMAN PRIMROSE: Yeah.

10 MS. CASH-CHAPMAN: -- because I do.

11 CHAIRMAN PRIMROSE: No, I hear you, but -- but  
12 who's better?

13 MS. CASH-CHAPMAN: I'd wan to make sure that  
14 we are protected.

15 CHAIRMAN PRIMROSE: Yeah.

16 MS. CASH-CHAPMAN: -- because again it comes  
17 down to me -- and maybe it's some PTSD from being  
18 here --

19 CHAIRMAN PRIMROSE: Yeah. No, I --

20 MS. CASH-CHAPMAN: -- everything to me needs  
21 to be defensible in court. And if we come back and  
22 say, well, we had our internal investigation by our  
23 own attorneys that have a very good relationship  
24 with everyone that sits here, I mean, that's --

25 CHAIRMAN PRIMROSE: But that's what -- that's

1     why it's an internal investigation.  If it was  
2     external, you know, I think you're -- I think  
3     you're just adding -- like there's a time factor.  
4     There's somebody that has to get up to speed on  
5     things, who are the appropriate.

6             People.  We're asking -- we're asking them as  
7     part of this to provide any institutional controls  
8     that they see, some board governance policy.  So I  
9     view this as not only just clearing the air from  
10    the allegations, but advising us as our lawyers,  
11    hey, you've got a blind spot here and here's the  
12    draft redline of how you can fix that.

13            And we trust them because they're -- they're  
14    the general counsel.  That's what they were hired  
15    to do, is to guide us, you know, that way.  And I  
16    think if you go outside to county HR or you ask  
17    another agency, you're not getting that -- that  
18    love and attention because they're -- they're in,  
19    they're out.  Like just like these external  
20    auditors, like they do their contract service,  
21    they're in they're out.  They don't care that much.  
22    These guys care.  They -- they are contracted to do  
23    that and help us through this all and -- you know.

24            MR. WALKER:  So, through the Chair, if I may.

25            CHAIRMAN PRIMROSE:  Please.

1 MR. WALKER: We've talked about this  
2 internally, and the way our firm handles this is  
3 Jeffrey and I would not be involved. As a matter  
4 of fact, nobody from our Florida office would be  
5 involved.

6 We create what is essentially a Chinese wall.  
7 And we would use our specialists who are in D.C.  
8 and New York and in West Palm and whoever we bring  
9 in. And the question should be: What do are they  
10 going to charge us? And the answer is --

11 MS. CASH-CHAPMAN: You know that's my next  
12 question.

13 MR. WALKER: And the answer is, is it's the  
14 same rates on all those things.

15 MS. CASH-CHAPMAN: Okay.

16 MR. WALKER: But very intentionally to your  
17 point, I don't want to pass judgment on one of my  
18 colleagues and -- but my -- my -- I'm saying "my" a  
19 lot. I mean my firm is not going to put ourselves  
20 in a position where we sit here in a board meeting  
21 everyday talking to Mr. Pittman, talking to  
22 Mr. Roberts. We -- it would be inappropriate for  
23 me to even be involved in this investigation.

24 MS. CASH-CHAPMAN: Right.

25 CHAIRMAN PRIMROSE: Yeah.

1 MR. WALKER: So, yes, our firm can certainly  
2 handle it. We create the Chinese wall. There  
3 would be people that would present. They would  
4 com- -- you know, ask the questions. They'd make  
5 the materials, they'd pull it all together. But  
6 Jeffrey and I, as your day-to-day general counsel,  
7 we would not be sitting in a room with Mr. Roberts  
8 or sitting in a room with Mr. Pittman. That would  
9 be -- in my opinion, that would be inappropriate.

10 MS. CASH-CHAPMAN: It does. And knowing that  
11 it's not someone from your --

12 CHAIRMAN PRIMROSE: From the Jacksonville  
13 office.

14 MR. DIPOLA: Yeah.

15 MS. CASH-CHAPMAN: -- location, that's  
16 helpful.

17 MR. DIPOLA: And it avoids tensions.

18 MS. CASH-CHAPMAN: You should have interjected  
19 that a long time ago because for the dozenth --

20 MR. WALKER: I'm sorry.

21 MS. CASH-CHAPMAN: -- time, remember I'm not  
22 an attorney, guys.

23 MR. ROBERTS: For my two cents, that's --  
24 that's reassuring.

25 MS. CASH-CHAPMAN: Yes.

1 MR. ROBERTS: My two cents, that's reassuring.  
2 I -- I -- we have to have mutual trust, and -- and  
3 at the same time, there -- you might add a few more  
4 words about scope.

5 Look, if it's a specific set of allegations, I  
6 might -- I'd try to identify that. If it's a  
7 tenant -- I mean, let's just say it. I mean, if  
8 it's Modern Aero/Volato that things are not being  
9 fairly treated, we ought to address specifically  
10 that. So we've -- because we've kind of been  
11 through a lot of that before. So --

12 CHAIRMAN PRIMROSE: Yeah, I think -- I think  
13 the scope is the -- I mean, the resignation letter  
14 that had a couple of allegations in there --

15 MR. ROBERTS: Yeah.

16 CHAIRMAN PRIMROSE: -- that are not just  
17 former board member allegations, they're, you know,  
18 tenant allegations --

19 MR. ROBERTS: Yes.

20 CHAIRMAN PRIMROSE: -- which led to former  
21 board member status.

22 MR. ROBERTS: I -- I would love --

23 CHAIRMAN PRIMROSE: So I think --

24 MR. ROBERTS: -- the opportunity. I would  
25 love -- like Mr. Pittman, I would relish the

1 opportunity to address those.

2 CHAIRMAN PRIMROSE: Okay. So we have  
3 consensus from the two people that are being asked  
4 questions.

5 Okay. So do we have a motion to approve an  
6 internal investigat- -- authorize general counsel  
7 to conduct an internal investigation into the  
8 allegations that were raised, provide institutional  
9 controls and board member recommendations, and  
10 present to us in the January board meeting without  
11 Mr. Roberts suspending his services?

12 MR. DIPOLA: And I would say completion of  
13 this study done --

14 CHAIRMAN PRIMROSE: By January board meeting.

15 MR. DIPOLA: Yeah. Complete done. Then I  
16 would say so -- so moved.

17 CHAIRMAN PRIMROSE: Okay.

18 MR. ROBERTS: Could I --

19 CHAIRMAN PRIMROSE: Do I have a second?

20 MS. CASH-CHAPMAN: I don't think we're ready  
21 for that yet. I think we've got -- I've got -- I  
22 see faces happening that say they want to say  
23 something.

24 CHAIRMAN PRIMROSE: What --

25 MR. ROBERTS: I just want to ask for scope --

1 for scope. And just for clarity. When you mean  
2 governance, will it take up the issue of our  
3 charter and the way that --

4 CHAIRMAN PRIMROSE: I will --

5 MR. ROBERTS: -- people come to these chairs?

6 CHAIRMAN PRIMROSE: So I think, to not  
7 prejudice this at all --

8 MR. ROBERTS: Yes.

9 CHAIRMAN PRIMROSE: -- that we should give the  
10 resignation letter with the allegations --

11 MR. ROBERTS: Yes.

12 CHAIRMAN PRIMROSE: -- and let that individual  
13 go off of those.

14 MR. ROBERTS: Go where it goes.

15 CHAIRMAN PRIMROSE: I -- go where it goes --

16 MR. ROBERTS: Okay.

17 CHAIRMAN PRIMROSE: -- and offer suggestions.

18 Now, when general counsel would get involved  
19 is when there are, hey, there's a blind spot, hey,  
20 do you have a policy on this, they're going to have  
21 to be --

22 MR. ROBERTS: Right.

23 CHAIRMAN PRIMROSE: -- asked those questions  
24 and help us with recommendations on -- on where  
25 that goes.

1           So the investigator is only as good as what  
2           the allegations say and the evidence, but then to  
3           have recommendations moving forward and  
4           institutional controls, we have to bring general  
5           counsel. And -- and the board will be involved in  
6           it as well.

7           MR. ROBERTS: I would --

8           MR. WALKER: If I may.

9           MR. ROBERTS: I would also just like to add,  
10          whatever the final -- before the board's final and  
11          adopted whatever it is, I would like an opportunity  
12          to append my own statement to it, right, and as  
13          well as Mr. Pittman could append his own statement  
14          to it, right?

15          CHAIRMAN PRIMROSE: I don't -- I mean, yeah, I  
16          think you're free to -- to rebuttal anything that  
17          might be an issue as well.

18          MR. DIPOLA: And -- and I would suggest, in  
19          addition to the 10-page resignation letter,  
20          included with that would be the week prior, the  
21          16-page letter asking Ms. Liotta to be -- check to  
22          see if there were conflicts that existed. I think  
23          that needs to be -- I think it's substantial to the  
24          investigation.

25          MS. CASH-CHAPMAN: I agree.



1           CHAIRMAN PRIMROSE: That's -- that's fair. I  
2 mean --

3           MR. WALKER: So, through the Chair, if I can.  
4 I think, Mr. Roberts, I think you all bring up  
5 valid points. Routinely, and again I spent some  
6 time based on the Chairman's request talking  
7 internally, it'd be a Chinese wall. We wouldn't be  
8 involved here locally. We would assign a team to  
9 this. They would all be introduced. That's number  
10 one.

11           Number two, the scope would be as -- as you  
12 direct. If you direct the -- the letter, my  
13 understanding -- I've, you know, personally not  
14 done one of these, but my understanding from my  
15 colleagues are they will take that, they'll create  
16 the list of questions, preliminary questions, ask  
17 for documents and things like that.

18           MR. ROBERTS: The resignation letter.

19           MR. WALKER: Correct.

20           MR. ROBERTS: Okay.

21           MR. WALKER: And then if you're directing the  
22 COE, that you can add that if you want.

23           I want to clarify, and I think Mr. --  
24 Mr. Roberts hit the nail on the head here. I don't  
25 think you want -- and unless you guys tell me

1 otherwise, but I don't think you want this  
2 investigation to come with proposed policies. I  
3 think what you're asking for are blind spots and  
4 saying, these need to be addressed, deal with them  
5 how you see fit.

6 CHAIRMAN PRIMROSE: Yeah. Yeah.

7 MR. WALKER: Okay. Just to -- just to  
8 clarify --

9 CHAIRMAN PRIMROSE: Which then --

10 MR. WALKER: -- because there's no way that's  
11 happening by January.

12 CHAIRMAN PRIMROSE: No, no, no. Which then we  
13 would engage -- right, we'll get the feedback on  
14 what --

15 MR. WALKER: Yes.

16 CHAIRMAN PRIMROSE: -- the investigation  
17 revealed, we'll figure out if there are blind  
18 spots, and then the board depending on that can  
19 direct general counsel to come up with redlined  
20 policy suggestions to us based on that.

21 Because I think at that point the Chinese wall  
22 doesn't -- isn't affected anymore once the  
23 investigation's complete. Then we can use the  
24 completed investigation to figure out any board  
25 policies that need to be adopted or changed.

1 MR. ROBERTS: What does COE stand for?

2 CHAIRMAN PRIMROSE: It's the ethics.

3 MR. WALKER: The ethics.

4 MR. KEMPF: The Commission On Ethics.

5 MR. ROBERTS: Okay.

6 CHAIRMAN PRIMROSE: Yeah.

7 MR. ROBERTS: So that would be included.

8 CHAIRMAN PRIMROSE: Yeah.

9 MR. ROBERTS: Okay.

10 CHAIRMAN PRIMROSE: So we have a motion on --  
11 you made a motion. Do we have a --

12 MR. DIPOLA: So, so moved with the  
13 stipulations --

14 CHAIRMAN PRIMROSE: Yeah.

15 MR. DIPOLA: -- as discussed.

16 CHAIRMAN PRIMROSE: Yeah. Is -- okay. Public  
17 comment.

18 MS. MARTIN: Yes. I just want to say, first  
19 of all, these are my personal comments. And there  
20 are a lot of people who could make input that you  
21 may not know about on this situation.

22 And I really think that what Michelle and  
23 Mario and Chad said are correct. Do not have him  
24 resign be -- and I'd like after I finish, tell us  
25 why we had an aviation counsel. We never had one

1 before. There's -- there's a reason, okay? And  
2 also, some of the things that you did when there  
3 was a different appeal and you knocked the guy's  
4 socks off, you know?

5 But anyway, I -- I'll start this by saying,  
6 yes, this is way overdue, but it's also good it  
7 didn't happen earlier because of the things that  
8 keep going on and have been going on even recently.

9 And make sure you define the Sunshine Law and  
10 conflict of interest violations. What -- what are  
11 the definitions of those? Are they considered  
12 serious crimes, criminal conduct? Not according to  
13 my -- the records I have.

14 I am on a county quasi-judicial board, and  
15 these matters are handled initially internally and  
16 when they actually occur, not waiting after  
17 presumably happening over a period of eight months.  
18 The allegations were announced with no forewarning  
19 and no proof of facts, even though requested.

20 And what were the so-called unethical  
21 conducts? The so-called whistleblower does not  
22 have the capability of writing and typing up a  
23 multipage document to the Governor's office, nor  
24 does he know how to release it to the media. So  
25 there had to be collusion -- collusion there.

1 I asked the reporter who sent it, and I said,  
2 Who -- who provided you with this information? Her  
3 answer was, I cannot reveal my sources. And I  
4 said, Well, how do you know what you are being told  
5 is the truth? The answer was, I resent the  
6 question.

7 And how did I do that? Because I was asked to  
8 interview Action News Jax with another one of the  
9 pilots, and we -- the other person said that  
10 Ms. Liotta is in conflict of interest because of  
11 her constantly so that she couldn't really recuse  
12 herself going on.

13 So the reporter said, Oh, I'll have to contact  
14 her to respond to that comment. Guess what? The  
15 interview was never aired. Because she asked me, I  
16 want to film some of the -- of the hangars. I  
17 called three people and they all said, No way. I  
18 don't want to be sued and I don't want to lose my  
19 hangar lease.

20 And I said to the reporter, I said, This is  
21 what the whole -- all the -- everybody at the  
22 airport has -- feels the same way, you know, that  
23 they're -- they're going to be subject to a lawsuit  
24 and they're petrified.

25 CHAIRMAN PRIMROSE: All right. That was your

1 time.

2 MS. MARTIN: Oh, dear.

3 CHAIRMAN PRIMROSE: All right.

4 MS. MARTIN: But anyway, I have a lot of input  
5 and other people have a lot of input. And what  
6 about the three people who left? They have a lot  
7 of input on -- on allegations and what their -- you  
8 know, what -- how they respond to that. And  
9 reputation of the airport is on the line.

10 CHAIRMAN PRIMROSE: Thank you.

11 MS. MARTIN: That's why you want it.

12 CHAIRMAN PRIMROSE: I'm only concerned about  
13 the reputation of the airport --

14 MS. MARTIN: Exactly.

15 CHAIRMAN PRIMROSE: -- and nobody else.

16 MS. MARTIN: That's right.

17 CHAIRMAN PRIMROSE: So thank you.

18 MS. MARTIN: Okay.

19 CHAIRMAN PRIMROSE: Any other public comment?  
20 Seeing none, we did have a motion on the floor.  
21 With seeing no further discussion, all those in  
22 favor say aye.

23 MS. CASH-CHAPMAN: Aye.

24 MR. DIPOLA: Aye.

25 CHAIRMAN PRIMROSE: Aye. Any opposed?

1 Hearing none, the motion carries.

2 MR. WALKER: Through the Chair --

3 CHAIRMAN PRIMROSE: Yeah.

4 MR. WALKER: -- can you appoint a liaison so I  
5 can make the -- we'll do a handoff to the  
6 appropriate counsel and team that will be handling  
7 this.

8 CHAIRMAN PRIMROSE: I'll appoint myself.

9 MR. WALKER: Fair enough.

10 GENERAL COUNSEL REQUEST SHADE MEETING

11 CHAIRMAN PRIMROSE: All right. The next one  
12 is a general counsel request. So, general counsel.

13 MR. WALKER: Yes. Through the Chair, thank  
14 you, Mr. Chairman, we are required by  
15 Florida Statute in the event we want to request a  
16 shade meeting to bring that to the board's  
17 attention.

18 The airport has been sued in connection with a  
19 request for from former board members to provide  
20 indemnification for their legal expenses and fees  
21 as a result of the litigation stemming from  
22 Modern Aero.

23 There would be litigation strategy and  
24 discussions that need to be had which would then be  
25 subject to a shade meeting. So our request is, is

1 that pursuant to Sections 286.011(8), that we get  
2 approval from this meeting to set a shade meeting.  
3 We would notice that meeting. We would then go  
4 into executive session which is the shade meeting.  
5 A court reporter would need to be present.

6 As a reminder to the board, the court reporter  
7 and transcript, after the conclusion of the  
8 litigation, would then be published in accordance  
9 with Sunshine Law. We would ask that we work  
10 through Mr. Pittman and the board Chair to schedule  
11 that meeting for the rest of the board.

12 CHAIRMAN PRIMROSE: Okay. Do we have a motion  
13 to approve a shade meeting?

14 MR. DIPOLA: So moved.

15 CHAIRMAN PRIMROSE: Do we have a second?

16 MS. CASH-CHAPMAN: Second.

17 CHAIRMAN PRIMROSE: We have a motion properly  
18 seconded. Any public comment on that? Seeing  
19 none, all of those in favor, say aye.

20 MS. CASH-CHAPMAN: Aye.

21 MR. DIPOLA: Aye.

22 CHAIRMAN PRIMROSE: Aye. Any opposed? Motion  
23 carries.

24 FRS SENIOR MANAGEMENT DISCUSSION

25 MR. PITTMAN: I've got an, oh, by the way.



1 Chairman --

2 CHAIRMAN PRIMROSE: Yes.

3 MR. PITTMAN: -- due to some information that  
4 brought to us late last week --

5 CHAIRMAN PRIMROSE: Yes.

6 MR. PITTMAN: -- about the FRS for the senior  
7 management, whether or not you-all wanted to  
8 continue that or did you want to stop, because we  
9 had to make a decision by December.

10 CHAIRMAN PRIMROSE: Yeah. Thank you. I was  
11 supposed to bring that up when we talked about  
12 the --

13 MR. PITTMAN: Yes.

14 CHAIRMAN PRIMROSE: -- employment.

15 MR. PITTMAN: That was Linda.

16 CHAIRMAN PRIMROSE: Yeah. Thank you, Linda.

17 Yes. So this is on the agenda; it's just I  
18 completely skipped over it. This is to review  
19 whether or not the executive director role would be  
20 senior management service for the purpose of FRS.

21 I believe the recommendation was it doesn't  
22 harm us to remove it from the senior manage --  
23 senior executive management role. We can always  
24 re-add it later on. So is there a motion to  
25 approve removing the executive director as a senior

1 executive management classification?

2 MR. DIPOLA: So moved to remove the SMS  
3 classification.

4 MS. CASH-CHAPMAN: Second.

5 CHAIRMAN PRIMROSE: Okay. We have a motion  
6 properly seconded. Any public comment? Seeing  
7 none, bring it to a vote. All those in favor, say  
8 aye.

9 MS. CASH-CHAPMAN: Aye.

10 MR. DIPOLA: Aye.

11 CHAIRMAN PRIMROSE: Aye. Any opposed?  
12 Hearing none, the motion carries.

13 STAFF REPORTS

14 CHAIRMAN PRIMROSE: For the second meeting in  
15 a row, I don't know if we're going to get to staff  
16 reports. Courtney, is there anything that you  
17 really wanted to cover on this?

18 MR. PITTMAN: T-hangars will be available, the  
19 first set of the T-hangars -- T-hangar J will be  
20 available in December, end of -- end of November,  
21 beginning of December. We're planning having a  
22 ribbon cutting in December. Compliance went  
23 through without a hitch, 139 compliance. And other  
24 than that, those are the highlights.

25 CHAIRMAN PRIMROSE: Can -- can we make the

1 ribbon cutting the same day as the board workshop  
2 since we already have it publicly noticed and  
3 everybody's together?

4 MR. DIPOLA: That'd be so sick.

5 MS. SANTIAGO: Yeah, sure. My mind I'm  
6 thinking yeah.

7 CHAIRMAN PRIMROSE: Even though the -- they  
8 might already be in use, but I mean, we could do a  
9 ceremonial ribbon cutting and you can invite the  
10 media out.

11 Since we're all there, you know, we just have  
12 a hard stop at some point during our workshop to go  
13 do that and then we can come back to the -- to the  
14 workshop. So if everybody's good with that, I  
15 think that'd be good.

16 MR. DIPOLA: That's a great idea.

17 MR. PITTMAN: All right.

18 CHAIRMAN PRIMROSE: Any -- Courtney, anything  
19 else you want to do?

20 MR. PITTMAN: No.

21 MR. DIPOLA: With Bowman --

22 MR. PITTMAN: Yes.

23 MR. DIPOLA: -- branding and stuff, I'd be  
24 interested in that presentation. I don't know if  
25 you had a chance -- I didn't know if you had

1 something to discuss with your report or if that's  
2 like something you're going to get with them  
3 further --

4 MR. PITTMAN: So, at the workshop --

5 MR. DIPOLA: Yeah.

6 MR. PITTMAN: So he's talking about the  
7 branding, doing the logo, the website and all that,  
8 we'll be presenting that at the workshop to  
9 you-all.

10 CHAIRMAN PRIMROSE: Cool.

11 MR. PITTMAN: Because one of the things I want  
12 to discuss is the new logo because we -- we missed  
13 the opportunity, if you will, to celebrate the name  
14 change.

15 CHAIRMAN PRIMROSE: Yeah.

16 MR. PITTMAN: But like I was talking to one of  
17 the board members -- actually we might not miss it  
18 if we can do it with the ribbon cutting.

19 CHAIRMAN PRIMROSE: Yep.

20 MR. PITTMAN: So we can celebrate the name  
21 change and the new logo all in together. We'll  
22 just have a nice rollout for the future.

23 CHAIRMAN PRIMROSE: Okay. All right. General  
24 counsel or aviation, any staff reports?

25 MR. WALKER: None.

1 CHAIRMAN PRIMROSE: No?

2 MR. ROBERTS: Just I just want to tie along  
3 that the Part 139 was a significant achievement for  
4 this group. A lot of young people, they're are  
5 doing their jobs for the first time.

6 It's the same standard that JFK International  
7 has to meet and this team met it, and it was just a  
8 really remarkable. To read this year's audit  
9 report versus last year's audit report, sometime  
10 when you guys want to pass out kudos, there --  
11 there's a bunch of people wearing orange shirts  
12 that deserve a lot of credit.

13 MR. DIPOLA: That's excellent.

14 CHAIRMAN PRIMROSE: Well, thank you for that.

15 BOARD MEMBER COMMENTS

16 CHAIRMAN PRIMROSE: Board member comments,  
17 does anybody have any?

18 MS. CASH-CHAPMAN: I was here for the  
19 beginning portion of that inspection. I will take  
20 exactly zero credit for anything except that I  
21 said, Hello, how are you? But I did have the  
22 opportunity to see how hard our staff was working,  
23 and we should all be very proud of them.

24 Also, I just real quick wanted to say Happy  
25 Birthday to the Marine Corps. For any of you that

1 are out there, Semper Fi. And thank you to all of  
2 our veterans, and I hope that you get to enjoy your  
3 Veterans Day tomorrow.

4 MR. DIPOLA: I know everybody just wants to  
5 leave, but -- but we've got air traffic  
6 controllers, and I assume we're in the same boat  
7 where they are. Just on the way here, I was  
8 listening to the news, President Trump saying he'd  
9 recommend a \$10,000 bonus for those who aren't  
10 calling in sick. I know that some of the large  
11 airports are experiencing issues. What's the  
12 status of our air traffic controllers?

13 MR. PITTMAN: We're about one short now. So  
14 we've got a new manager here now at the tower.  
15 He'll -- we'll start inviting him to the board  
16 meetings because in the past when I was tower  
17 manager, that was a part of the business partner  
18 update.

19 We invited the tower manager to come and to  
20 offer him some support. He met with SAAPA and then  
21 I'm setting up to meet with him as well. I'm  
22 letting him get his feet wet. But they are one  
23 short right now and that is very impactful.

24 MR. DIPOLA: Are they handling it okay, and is  
25 there a way to support them? I don't know --

1 MR. PITTMAN: There's no way we can support  
2 them because you've got to be a -- it's a contract  
3 company through FAA. You have to have a minimum of  
4 one year experience with a certified tower operator  
5 license. And so there's nothing we can do, I mean,  
6 unfortunately.

7 MR. DIPOLA: Should we bring them coffees or  
8 pat on the back or -- you know.

9 MR. PITTMAN: They would love that. The guys  
10 up there would love it.

11 MR. DIPOLA: How many are up there?

12 MR. PITTMAN: Five, yeah. It's been a while  
13 since I've been up in the -- up there.

14 MR. DIPOLA: Courtney, you're out of touch.

15 MR. PITTMAN: I --

16 MR. DIPOLA: Just kidding.

17 MR. PITTMAN: Intentionally.

18 CHAIRMAN PRIMROSE: Do you have any other --

19 MR. DIPOLA: No other questions. Sorry.

20 CHAIRMAN PRIMROSE: Okay. I have nothing.

21 Our next meeting, as everybody sees, is a --  
22 is a workshop. That's open to the public. We're  
23 going to go over a lot of things.

24 I would definitely invite SAAPA and anybody  
25 else who's interested. As you -- as you heard the

1 T-hangar use policy will be up for discussion.  
2 The -- some board policies will also be up for  
3 discussion. And then that'll be immediately  
4 followed by a board meeting. So we're going to be  
5 here all day on -- on Wednesday the 17th. So with  
6 that, would -- get a motion to adjourn.

7 MR. DIPOLA: So moved.

8 CHAIRMAN PRIMROSE: Second?

9 MS. CASH-CHAPMAN: I'll second that.

10 CHAIRMAN PRIMROSE: All right. Hearing none,  
11 we have full consent on that. This meeting is  
12 adjourned. Thank you.

13 (Meeting adjourned at 9:02 p.m.)  
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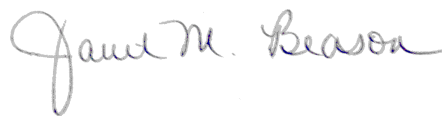
REPORTER'S CERTIFICATE

STATE OF FLORIDA )

COUNTY OF ST. JOHNS )

I, JANET M. BEASON, RPR-CP, RMR, CRR, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true record of my stenographic notes.

Dated this 28th day of November, 2025.



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JANET M. BEASON, RPR-CP, RMR, CRR

<b>\$</b>	<b>10:00</b> 140:1	<b>2019</b> 121:22	<b>365</b> 134:16
<b>\$10</b> 162:7,9,12 214:8 215:12	<b>10th</b> 3:4 72:3 193:25	<b>2020</b> 15:15	<b>365-a-day</b> 133:24
<b>\$10,000</b> 269:9	<b>11/12</b> 71:15	<b>2023</b> 25:2 26:4 27:7 89:11,20	<b>37</b> 227:12
<b>\$112,500</b> 82:3	<b>11th</b> 71:13	<b>2024</b> 21:19 24:6 25:4 26:6 27:2 28:14 31:4 81:18 168:6 169:4	<b>39</b> 118:1
<b>\$150</b> 131:22	<b>12</b> 41:12 110:3 114:15	<b>2024/2025</b> 22:9	<b>3rd</b> 71:18 75:12 156:2
<b>\$175,000</b> 79:11	<b>13</b> 115:16	<b>2025</b> 30:13 75:12 168:20 169:9	<b>4</b>
<b>\$2.1</b> 26:15	<b>139</b> 265:23 268:3	<b>225</b> 58:4 59:12,21 62:12, 16,24 64:15,16 65:5,9 66:1 75:24 79:4,11,14	<b>4</b> 19:10,11 57:12 84:22 143:15 151:22 162:4
<b>\$200-</b> 96:2	<b>13th</b> 4:2,3 238:11	<b>225,000</b> 65:14 66:15	<b>42</b> 116:2 234:13
<b>\$250,000</b> 9:11 106:13 107:2 109:8 112:3,13	<b>14</b> 223:8	<b>228</b> 18:18	<b>45</b> 214:3
<b>\$285,000</b> 75:14	<b>140</b> 129:20 143:18 168:24	<b>23</b> 118:3	<b>45-mile-per-hour</b> 213:20
<b>\$300,000</b> 59:20 64:8 96:3	<b>141</b> 174:22 189:11,13	<b>24</b> 29:20 32:23 110:3 118:3 134:16 213:14	<b>4:00</b> 3:2
<b>\$400,000</b> 85:17	<b>145</b> 174:19 175:11 189:10,11	<b>24/7</b> 133:24	<b>5</b>
<b>\$450,000</b> 82:2	<b>14th</b> 71:19	<b>25</b> 34:1 45:22 71:16,17, 18	<b>5</b> 69:20 70:5 76:12 84:21 108:24
<b>\$5,000</b> 58:8	<b>15</b> 47:1 230:16	<b>250,000</b> 108:22	<b>5,000</b> 58:8 65:16,22
<b>\$562,000</b> 82:1	<b>15th</b> 4:3 126:2 167:17	<b>26</b> 30:17 71:19,21	<b>50</b> 133:20 214:3
<b>\$562,500</b> 82:1	<b>16</b> 196:18	<b>26th</b> 71:16	<b>50-mile-per-hour</b> 213:19
<b>\$60</b> 131:21	<b>16-page</b> 255:21	<b>27</b> 77:15	<b>500,000</b> 85:12 95:7,13, 17
<b>\$70,000</b> 226:15,18	<b>166</b> 38:12,15 54:16	<b>286.011(8)</b> 263:1	<b>5669V</b> 156:17
<b>\$80,000</b> 77:4,7	<b>16th</b> 133:11	<b>3</b>	<b>5:45</b> 94:1,4
<b>\$90,000</b> 223:13,20,24 228:16 229:20	<b>172</b> 131:23	<b>30</b> 49:12,15 54:20 56:3, 20,23 108:24	<b>5K</b> 66:1
<b>1</b>	<b>172s</b> 129:4 144:5,6 165:7	<b>30-day</b> 67:13 128:19	<b>6</b>
<b>1</b> 22:11 37:24 49:12 78:12 84:24 108:24 116:25 225:6,19 226:5,7 228:3 229:5,9,16	<b>175</b> 79:14	<b>300</b> 65:14	<b>6</b> 81:13
<b>10</b> 45:21 46:25 108:24 127:25 140:5 142:12 143:15 151:21,22 154:19 200:17	<b>17th</b> 271:5	<b>32224</b> 13:25	<b>60</b> 238:25
<b>10-page</b> 255:19	<b>180</b> 10:5	<b>32259</b> 12:19	<b>61</b> 172:7,9 175:4,10,13 177:2 183:3 188:1 189:15
<b>100</b> 147:2 203:24	<b>19</b> 227:12	<b>35</b> 76:9 126:1	<b>660</b> 12:19
<b>103</b> 30:15	<b>1st</b> 99:15	<b>3545</b> 13:24	<b>6th</b> 218:17
<b>104</b> 30:15	<b>2</b>	<b>360</b> 145:13	<b>7</b>
<b>1089</b> 112:11	<b>2</b> 35:11 43:3 56:6 109:11 114:9 124:23 125:1 178:3 224:23		<b>7</b> 84:4
	<b>20</b> 16:8 228:16		
	<b>200</b> 122:15		
	<b>2000</b> 33:14		
	<b>2000/2001</b> 23:15		

<b>7.2</b> 80:11	<b>accept</b> 34:20 108:3,14	119:12,24 120:3,25	<b>administrations</b> 22:1
<b>7.75</b> 95:13	<b>acceptable</b> 40:21 63:9	121:3 123:5 124:4,15,19	<b>administrative</b> 159:6
<b>739</b> 165:3	229:10	125:1 131:12 132:24,25	193:3
<b>75</b> 76:12	<b>accepted</b> 57:25	135:17 136:20 148:4	<b>administrator</b> 75:13,15
<b>75,000</b> 76:10	<b>accepting</b> 222:4	176:4 177:13 178:10,21	<b>admirable</b> 60:18
<b>7:30</b> 188:18,25	<b>access</b> 36:19 44:23	182:25 184:18,22	<b>admission</b> 180:6
	<b>accessible</b> 120:15	186:10,13,23 187:25	<b>admitted</b> 217:6
	<b>accident</b> 179:4 195:25	197:4 198:4,6 204:14	<b>admittedly</b> 234:7
	196:18	209:11 211:6,8,10	
<b>8</b>	<b>accommodate</b> 178:17	214:17 215:8,9 216:19	<b>adopt</b> 34:21 37:13 44:5
	<b>accommodation</b> 36:19	218:22 231:13	<b>adopted</b> 54:6 57:25
<b>8</b> 20:20,21 97:2,8	<b>accomplished</b> 86:12	<b>acts</b> 29:18	255:11 257:25
<b>80/20</b> 81:25	<b>accordance</b> 36:21	<b>actual</b> 37:13 39:5,13	<b>adopting</b> 35:2
<b>83</b> 128:23 199:1	128:15 134:19 156:1	42:8 50:25 61:23 68:18	<b>adoption</b> 47:23 114:15
<b>8324</b> 143:9	263:8	74:8 81:12 108:23	<b>advantage</b> 17:17
<b>8th</b> 45:1	<b>account</b> 94:15	208:23	<b>advertise</b> 103:1
	<b>accounting</b> 28:13 33:5,	<b>ad</b> 135:12,13 205:6	<b>advertised</b> 122:16,19
<b>9</b>	13	214:15	<b>advertisement</b> 116:8
	<b>accurate</b> 30:7 42:24	<b>add</b> 5:11,25 6:3 11:23	<b>advice</b> 176:8 220:5
<b>9</b> 98:23 119:7	142:22	12:15 15:14 61:12 75:7	<b>advise</b> 129:13 231:11
<b>90</b> 227:4 228:2,3 229:19	<b>accurately</b> 24:17	131:25 136:25 156:14	233:8
<b>90,000</b> 227:4,13,18	<b>accusations</b> 238:9	229:18 252:3 255:9	<b>advised</b> 53:25 69:8
<b>99</b> 134:18	<b>achievement</b> 268:3	256:22	135:1 220:12
<b>9:02</b> 271:13	<b>acknowledge</b> 203:16	<b>adding</b> 249:3	<b>advising</b> 249:10
<b>9th</b> 71:20,22,24 72:1	<b>acknowledged</b> 135:4	<b>addition</b> 25:6 47:9	<b>advisory</b> 16:15 17:13
	178:10	196:17 255:19	185:5
<b>A</b>	<b>act</b> 218:3	<b>additional</b> 36:15 46:2	<b>Aero</b> 262:22
<b>a.m.</b> 140:5	<b>acting</b> 137:7,23 141:7	69:13 224:6	<b>Aero-</b> 110:24
<b>A1a</b> 143:9	246:2	<b>additions</b> 4:5	<b>Aero/volato</b> 252:8
<b>aback</b> 97:20	<b>action</b> 31:23 52:19	<b>address</b> 12:8 17:14	<b>Aerospace</b> 110:25
<b>abilities</b> 79:23 244:5	53:10,14,17,18,21,25	18:20 19:24 39:3,6 97:5	<b>affected</b> 257:22
<b>ability</b> 127:12 198:8	54:10 57:12 68:5,21	159:12 252:9 253:1	<b>affirm</b> 142:25 163:5
212:2	110:16,17 116:21	<b>addressed</b> 111:24	166:12
<b>absences</b> 30:12	124:24 223:15 225:20	123:5 179:8 257:4	<b>affirmatively</b> 91:2
<b>absolute</b> 79:5	238:1 260:8	<b>addresses</b> 122:3	<b>affirmed</b> 203:2
<b>absolutely</b> 8:8 66:11	<b>action-based</b> 52:15	124:25	<b>affirming</b> 90:24
69:23 83:9 84:6 85:21,	54:21 56:19	<b>adds</b> 23:22	<b>afford</b> 205:15
24 102:8 103:18 109:14,	<b>actionable</b> 232:1	<b>adjacent</b> 120:2	<b>afternoon</b> 13:23 18:17
22 114:18 138:22 167:3,	<b>actions</b> 16:17 227:17,	<b>adjourn</b> 271:6	191:4 236:9
6 173:22 177:8,12	20	<b>adjourned</b> 271:12,13	<b>agency</b> 94:17 249:17
203:17 204:12,13 242:1	<b>activities</b> 203:25 204:1	<b>adjust</b> 26:24	
<b>Academy</b> 110:25	<b>activity</b> 85:12,13	<b>adjustments</b> 26:14	
		<b>admin</b> 167:22	
		<b>administer</b> 108:12	
		138:3 161:5	

<p><b>agenda</b> 4:19,20,24 5:8, 12 7:18,24 8:1,10 12:5, 22,24 13:5 18:6,23,25 19:4 22:8,11 23:9 35:11 43:2 44:1 46:16,17,20 47:4 50:21 54:24 69:3, 18,20 70:5 84:3 97:1,8, 10,11 98:22 112:18 113:16 114:7 115:13 223:8 230:16 264:17</p> <p><b>agenda's</b> 8:20</p> <p><b>aggressive</b> 29:3,8</p> <p><b>agree</b> 40:14 41:14 52:4 60:11,24 105:2 106:23 110:13 111:4 117:14,23 126:8 127:17 128:25 130:14 152:17 171:15 180:2 198:3 199:3 201:9 215:19 225:8,9,10 235:12 238:17 255:25</p> <p><b>agreed</b> 11:3 26:23,24 54:19 58:3,7,10 61:6 194:2 206:12</p> <p><b>agreeing</b> 209:10</p> <p><b>agreement</b> 57:24 61:19 63:20,21,24 65:12,18 86:1,4 88:22 114:16 118:12 126:12 134:22 151:20 152:4 153:6,7 154:4,10,13,17,20,24 155:3,12,13,14,17 156:11 157:22 158:3,4,8 171:13 172:5 174:9 175:14 178:12,13 180:17,20 183:13,16,19 192:1,5,11,19 194:20 198:11,12,13 200:13 201:23 214:14 215:2,17 216:20 219:12</p> <p><b>agreements</b> 151:23,25 152:1,2 153:1,11,25 155:5 157:17,19 159:4 162:3,7 169:3,14</p> <p><b>agrees</b> 10:13 62:17</p> <p><b>ahead</b> 5:13 28:2 35:15 46:22 49:22 50:12 80:5 112:23 137:12 189:21</p> <p><b>AI</b> 37:16,25 40:5,9,14, 21,23 47:11,12,13</p> <p><b>AI-GENERATED</b> 47:7</p>	<p><b>AICPA</b> 28:22 29:6</p> <p><b>air</b> 14:2 16:10 112:8 134:6 249:9 269:5,12</p> <p><b>aircraft</b> 106:16,17 116:12,13,16 119:9 121:15 122:10,12,13,16, 19 143:17 150:7,20 151:5 155:7,8 158:6 162:17 177:16 178:1,2, 11 180:12,21 181:4,6,11 197:13 205:15 206:5 218:17</p> <p><b>aircrafts</b> 202:17</p> <p><b>aircrew</b> 13:9</p> <p><b>aired</b> 260:15</p> <p><b>airplane</b> 119:21 121:5 131:1,13,14,17 132:20, 22,23 134:8 135:25 139:16 144:2,20 146:5 155:11 158:2,9 164:5, 12,13 165:2,3,5,12,15 171:18 175:15,16 177:19 180:18 182:2 184:18,21 186:13 187:4 191:4,9 192:12 194:19 201:15</p> <p><b>airplane's</b> 134:5,24</p> <p><b>airplanes</b> 111:1 121:8 129:2,3,12,21 130:4,23 132:14 133:4,15 134:1, 3,9,12,17 135:1,3 136:3, 19 143:20,22 144:15,17 146:9 148:4,24 152:21, 22,23 155:14 163:20 164:1 169:3,4,8,11 176:19 182:2 190:18,19, 22 191:15,16,18 219:9 221:9</p> <p><b>airport</b> 3:5 9:12,13,14, 16 12:23 13:6,11,13 14:5 16:6,8,13,14,16 17:4 18:9,13,21 20:6 21:10,17,18,19,23 22:2, 5 23:13 24:2 28:7 33:4, 13 35:9,11,20 40:3 59:18,25 60:6,12 64:17 72:23 73:18 76:23 77:13 84:13 85:6 98:3 100:19 104:25 106:14 108:23 109:10 111:10 116:22 117:1,4,8,12,15,24</p>	<p>118:4,16,18 119:5,12, 15,22,23 120:15 123:17 125:17,24 130:9,11 132:19 133:1 135:2,14 136:12 143:12 148:19 149:18 152:3 154:10,11, 25 155:4,5,6,10,17 156:20 157:23,25 158:17,23,24 159:4 164:6,7,8 168:4 172:6 175:19 183:2 184:1,15, 22 186:14,25 187:12 192:1,19 194:19,20 195:23 199:19 202:2 203:5 206:3,5 211:24 217:13 220:3 221:14 226:20 231:1,20 232:25 234:5 236:21 238:19,21 239:7 241:13,18 245:14, 24 260:22 261:9,13 262:18</p> <p><b>airport's</b> 152:4</p> <p><b>airports</b> 75:1,4,8,21 76:2 78:21 79:7 100:19 127:19 183:17 269:11</p> <p><b>Akerman</b> 223:6,10,11 226:1,11,25 229:15</p> <p><b>alarm</b> 116:5</p> <p><b>allegat-</b> 245:10</p> <p><b>allegation</b> 240:13 245:12</p> <p><b>allegations</b> 136:19 231:5,6,10,25 232:9,12, 16,20,24 235:11,16,19, 20,25 236:15 238:22 241:13 243:13,15,16 244:14 245:18 249:10 252:5,14,17,18 253:8 254:10 255:2 259:18 261:7</p> <p><b>alleged</b> 170:6 176:22 231:21</p> <p><b>Allegiance</b> 3:7,8</p> <p><b>allocations</b> 80:17</p> <p><b>allowable</b> 52:2 187:25 200:12,13</p> <p><b>allowed</b> 18:25 45:24 124:19 141:16 171:10 172:2 178:5 186:13 197:16</p>	<p><b>allowing</b> 43:21 146:5 182:24</p> <p><b>alternative</b> 93:6</p> <p><b>altruistic</b> 146:13</p> <p><b>aluminum</b> 136:7</p> <p><b>amazing</b> 14:21 17:9</p> <p><b>amenable</b> 66:9</p> <p><b>amend</b> 55:23 66:8 82:15</p> <p><b>amendment</b> 5:5,6 7:9 66:4</p> <p><b>amendments</b> 4:21</p> <p><b>amount</b> 32:19 43:25 228:17</p> <p><b>analysis</b> 75:1,7 76:1</p> <p><b>analyze</b> 16:16</p> <p><b>analyzing</b> 47:17</p> <p><b>Anastasia</b> 139:24</p> <p><b>angels</b> 73:25 181:19 188:11</p> <p><b>animals</b> 175:12</p> <p><b>anniversary</b> 116:6 138:21 139:18 140:10</p> <p><b>announced</b> 259:18</p> <p><b>annual</b> 22:9,12</p> <p><b>annually</b> 65:6</p> <p><b>answering</b> 182:15</p> <p><b>answers</b> 18:5 76:21 112:3</p> <p><b>anti-ai</b> 40:2</p> <p><b>anticipated</b> 72:3</p> <p><b>anybody's</b> 210:15 222:9</p> <p><b>anymore</b> 40:8 64:12 110:1 123:9 257:22</p> <p><b>AOPA</b> 12:1</p> <p><b>apologize</b> 25:21 41:18, 22 69:24 70:3 97:9</p> <p><b>apology</b> 49:19</p> <p><b>app</b> 10:19,21 11:11</p>
--	---	--	---

<b>appeal</b> 56:12 115:14,16 123:10,11,12 128:15 134:22 135:6 137:7,10 147:21 156:1 192:17 205:12 221:4 222:15 259:3	<b>approved</b> 4:18 5:5 8:20 36:1 52:12 63:13 71:11 84:8,17 87:20 106:1 174:25 175:1 217:20	<b>assurances</b> 117:25 127:18 182:23	<b>Augustine</b> 3:5 9:13,14, 17,19 23:19 39:3 106:2, 4,8,14 109:2 110:24 111:15 112:12 125:13 130:9,11,12 132:20,22 133:1 135:14 136:12 143:9,11 144:18,20 145:10 148:19 154:25 160:23 161:2,5 164:8 171:21 205:8 206:6 245:24
<b>appeal's</b> 193:24	<b>April</b> 33:10 123:13 156:2	<b>asterisk</b> 120:10	
<b>appealed</b> 123:12 202:22	<b>arbitrary</b> 126:6,7 185:24 186:1 204:8 210:4	<b>at-will</b> 65:15,24 66:16 76:14	
<b>appears</b> 30:6 42:4	<b>arbitrators</b> 132:11	<b>ATC</b> 21:17	
<b>appease</b> 240:12	<b>architecture</b> 239:14	<b>Atlantic</b> 11:17,18 160:23 161:5,18,21,24 171:2 211:13	
<b>appellant</b> 115:22	<b>area</b> 10:24 234:10	<b>attach</b> 53:22	<b>authority</b> 3:6 12:10,23 13:13 14:21 15:12 16:8 17:4 18:21 35:9,11 39:3 40:21 55:23 72:21 91:1, 6,12 94:12 98:3 118:9 123:17 125:24 135:2 141:12 149:18 150:10, 13,16 151:4 154:10,25 155:4,6,10,17 156:20 157:25 158:17,23,24 159:4,17 160:3 161:3 183:2 184:1 203:18 206:22 217:13 219:24 245:20
<b>appellee</b> 126:16	<b>areas</b> 24:21 80:8	<b>attached</b> 90:5 117:16 128:17 134:22 199:6,7	
<b>append</b> 255:12,13	<b>argue</b> 176:3 188:8 200:1 219:1	<b>attachments</b> 73:14	
<b>applicable</b> 118:2	<b>argument</b> 125:8 173:4 175:21 203:19 205:6	<b>attend</b> 16:20	
<b>apply</b> 21:16 39:14 89:5	<b>arm's</b> 27:12	<b>attending</b> 6:22 16:7	
<b>applying</b> 110:22	<b>art</b> 117:14	<b>attention</b> 15:1 24:23 36:23 38:25 178:25 189:17 249:18 262:17	
<b>appoint</b> 6:17,25 262:4,8	<b>artificial</b> 36:24,25 37:2, 13 38:5	<b>Attila</b> 200:2 203:20	
<b>appointed</b> 7:7 16:12,14 57:14	<b>assertions</b> 61:15	<b>attorney</b> 38:19 42:1,6 62:10,13 69:17 95:18 104:13 126:19 147:7 220:12 232:4 233:6,24 241:24 244:23 246:9,10 251:22	<b>Authority's</b> 22:25 39:13
<b>appointing</b> 7:2	<b>assessment</b> 96:25 97:2,13,19,21,25 98:7	<b>attorney's</b> 126:11	<b>authorization</b> 108:11
<b>appointment</b> 17:1 70:18 140:5	<b>assets</b> 25:2,4 26:18 30:16	<b>attorneys</b> 86:17 90:13 126:20 129:13 198:14 228:6 233:7 234:22 248:23	<b>authorize</b> 99:24 101:10 105:10 223:11 231:19 244:12 253:6
<b>appraiser</b> 75:16	<b>assign</b> 256:8	<b>attributes</b> 25:17	<b>authorized</b> 63:14 74:15 172:4
<b>appreciated</b> 3:15 117:7	<b>assigned</b> 31:18	<b>audience</b> 46:4	<b>autopilot</b> 40:16
<b>appreciates</b> 140:16	<b>assignment</b> 149:17	<b>audit</b> 22:9,12 23:1,23,24 24:3,4,21 25:2 26:14 30:5 33:16,20 34:22 76:19 115:6 168:5,19 169:15 268:8,9	<b>avail-</b> 110:23
<b>appreciation</b> 60:4	<b>assist</b> 28:14	<b>audited</b> 25:8	<b>avert</b> 117:20
<b>approach</b> 37:5 38:8	<b>assistance</b> 9:20	<b>auditing</b> 25:5,9	<b>aviation</b> 3:13 11:17 18:1 70:25 78:22 88:21 104:13 112:7 126:20 127:18 129:13,20 135:9, 24 146:11 158:9 174:22 175:4,23 182:22 184:16 189:12 205:17 215:13 219:24 220:1,6 233:3,6, 8 237:12,13 240:4 241:24 244:23 246:9,10, 22 258:25 267:24
<b>approaching</b> 226:12	<b>assisting</b> 28:16	<b>auditors</b> 25:10,18 28:9, 19 29:4 249:20	<b>avoids</b> 251:17
<b>appropriately</b> 86:19	<b>Associates</b> 88:18	<b>audits</b> 24:2	<b>award</b> 71:23
<b>appropriation</b> 9:11	<b>Association</b> 9:20	<b>August</b> 33:12	
<b>approval</b> 3:24,25 4:19, 20 5:16 52:21 63:23 71:25 82:24 86:20 89:7 113:10 263:2	<b>assume</b> 79:19 85:13 105:18 206:6 269:6		
<b>approve</b> 8:10 22:23 63:3,7,23 65:8 71:9 73:1 83:11 88:4 91:13 96:11 98:6 99:17,24 101:12 105:9 108:10 223:19 229:14 253:5 263:13 264:25	<b>assumed</b> 61:19		
	<b>assumptions</b> 27:20		
	<b>assurance</b> 24:13 117:18		

**awarded** 99:8 106:9  
113:1  
**awards** 30:3  
**aware** 10:20 27:11  
29:19 121:11 126:22  
133:11 137:22  
**awareness** 5:14 78:18  
**awkward** 240:21,24  
**aye** 4:13,14,15,16,17  
8:15,16,17,18,19 35:3,4,  
5,6,7 49:7,8,9,10 57:4,5,  
6,7,8 67:17,18,19,20,21  
81:4,5,6,7,8 83:21,22,  
23,24,25 96:19,20,21,  
22,23 98:15,16,17,18,19  
101:19,20,21,22,23  
105:21,22,23,24,25  
223:1,2,3 230:9,10,11,  
12 261:22,23,24,25  
263:19,20,21,22 265:8,  
9,10,11

## B

**back** 22:4 23:2,13,16  
24:10 25:22 29:5 33:22  
34:14 42:13 50:1 52:13  
60:16 61:15,18 63:25  
67:24 68:16 76:10,12  
81:17 85:11 90:5,13,21  
91:5,22 93:12 97:9,18  
107:4 113:20 114:1  
121:22 123:12 125:3,4,  
13 128:2,13 130:21  
132:20 134:16 144:20  
145:10,12,13 146:11,14  
148:3 152:5,9 153:1  
157:12,21,23 158:25  
170:19 173:21 181:9  
183:20 184:15 187:12  
188:18,25 190:17  
199:23 205:3 207:15  
210:13 213:10 218:25  
220:22 228:16 230:4  
236:19 239:1 245:14  
247:9 248:21 266:13  
270:8  
**background** 54:18  
81:23 116:19  
**backgrounds** 17:9  
**backup** 20:11,21 44:23

**bad** 181:16,17 195:11  
244:4  
**Baker** 89:17 95:8 99:10,  
17 100:8,10,12,15  
**balanced** 117:9  
**balances** 104:17  
**bang** 193:24  
**bank** 209:1  
**Banyan** 120:3  
**baptism** 140:6  
**Baptist** 139:24  
**Bar** 235:23  
**barely** 82:19  
**based** 14:22 36:14  
37:14 91:4 131:15  
136:18 137:10,18  
176:17 190:16 194:12  
212:10 217:19 241:13  
256:6 257:20  
**basic** 53:21 122:13  
182:24  
**basically** 79:24 89:12  
103:6 116:9 137:9  
**basing** 209:22  
**basis** 70:15 198:21  
218:22 219:6 222:9  
**beach** 18:18 23:18  
46:25  
**beaches** 75:18  
**bearing** 19:1 210:21  
**Beautiful** 22:15  
**began** 45:4  
**begin** 119:19  
**beginning** 19:6 32:14  
33:10 41:10,19,20 43:20  
135:9 146:17 157:24  
265:21 268:19  
**behalf** 125:19,21,24  
**behavior** 205:5  
**Bekaert** 22:9,12,25  
**belief** 79:3 177:2 244:4

**belong** 134:10  
**benefit** 17:25 59:24  
125:5  
**bent** 191:10  
**Beyers** 11:16  
**BGM** 129:20 143:18  
154:19 158:9,11  
**bias** 27:20 242:11,12  
243:5  
**biased** 204:3,4  
**bid** 81:21 82:23 83:12  
84:4,20 94:8,16 103:2  
190:8,12,14  
**bidding** 81:10,14 84:2  
86:10,13 96:11  
**big** 9:23 10:3,5,23 36:12  
44:2 58:2 66:20 73:23  
92:23 116:1 144:1  
238:19  
**bigger** 211:4  
**biggest** 73:23,24 174:6  
**bill** 10:4 13:23 122:24  
226:3,18,25  
**billed** 227:7  
**billing** 227:2  
**birthday** 22:21 268:25  
**bit** 24:2 32:16,20 33:14  
34:2 48:15 49:3 64:3  
120:2 128:8,9 129:1  
134:21 153:12 174:13  
189:2 199:1 200:11  
201:10,11 241:19  
**black** 203:24  
**blanket** 40:8,14  
**blended** 53:25  
**blind** 20:15 249:11  
254:19 257:3,17  
**blue** 73:25 128:2  
**Bluff** 13:24  
**board** 4:2 5:2 6:8,21  
12:21 14:13 15:8,22  
16:12 17:10 18:10,13  
19:5 21:5,7 35:17 37:3,  
13 39:9,25 40:13 45:21,

23,24 46:1,15 47:11  
49:13,15 50:1 51:12,25  
52:6,23 53:6 55:22  
56:17,18 57:16 58:11  
60:25 62:17 63:13,22  
64:22 65:8 70:7 71:3,7,  
25 72:2 74:5,18 75:12  
78:3,5 79:13 80:16  
81:13,17,19,20 84:8,17  
87:22 91:3,13 92:5,9,10,  
13 102:11 106:20 107:3,  
4 109:3 110:16,18  
113:4,10 114:22 126:17,  
20,25 127:2 128:14  
129:24 137:5,22 141:16  
147:23 176:17 182:13  
185:23 202:21 217:14  
220:21,22 224:20  
225:19,20 226:6 227:9,  
25 228:8,24 230:18,19,  
20 231:9,11,13,14  
232:10 233:6,11 234:3  
235:4,5,16 237:3 238:1  
239:18 241:20,21,22  
242:20 244:15,17  
245:13,17 246:18 248:1,  
4 249:8 250:20 252:17,  
21 253:9,10,14 255:5  
257:18,24 259:14  
262:19 263:6,10,11  
266:1 267:17 268:15,16  
269:15 271:2,4  
**board's** 35:18 36:22  
42:15 55:22 57:15 63:14  
91:5 243:17 255:10  
262:16  
**boards** 50:15 53:20,24  
126:22  
**boards'** 35:25  
**boat** 269:6  
**body** 28:23  
**bog** 46:13  
**bonus** 79:15 269:9  
**bonuses** 79:9  
**book** 162:15 247:1  
**boring** 52:6  
**bother** 210:20  
**bought** 190:23  
**bounce** 173:5

<b>Bowman</b> 266:21	56:11 58:5 82:5	<b>cancel</b> 77:3 176:12 203:15	229:13
<b>box</b> 73:19 120:10,11	<b>budgets</b> 78:24	<b>canceled</b> 176:13	<b>cases</b> 213:7
<b>Brad</b> 88:19 131:6 132:8 170:13,16 186:6 202:16 211:7 216:14	<b>build</b> 180:1 213:8	<b>cancellation</b> 200:3	<b>cash</b> 132:1
<b>Brad's</b> 160:9	<b>building</b> 9:6 16:10 73:19 110:25 167:22	<b>candidates</b> 17:4 77:5	<b>Cash-chapman</b> 3:9,17 4:10,14 7:4 8:13,16 35:4 48:11,14 49:8 52:5 57:1, 5 60:24 62:25 63:2,7,16 64:1,4,24 65:2 66:22 67:18 73:5 81:5 83:22 87:6 96:15,20 98:16 101:20 105:16,22 116:5 173:13,16 183:9 184:8 189:4,19,23 190:21 191:22 192:10,13,17,24 193:5,16 194:3,6,8,11 195:1 203:13 205:13 207:14,21,24 208:2,6,8, 11 210:22,24 215:1,5,21 216:21,23 217:5 222:17 223:3,22 224:3 225:22 226:8,17 228:5 229:3,22 230:10 233:17 235:10 241:17 242:12 243:24 245:6 246:24 247:17,21 248:7,10,13,16,20 250:11,15,24 251:10,15, 18,21,25 253:20 255:25 261:23 263:16,20 265:4, 9 268:18 271:9
<b>brand</b> 10:21	<b>buildings</b> 190:6,7	<b>cap</b> 95:17,25	
<b>branding</b> 266:23 267:7	<b>built</b> 79:15	<b>capability</b> 259:22	
<b>breath</b> 14:1	<b>bunch</b> 231:4 268:11	<b>capacity</b> 113:11 137:8, 23 158:19 172:24	
<b>breathing</b> 104:22	<b>burden</b> 218:1,4 222:13	<b>capital</b> 25:2,4 26:18 30:16 90:5	
<b>Brewer</b> 18:16,17 19:9, 15,17,20,23 20:3,5,10, 14,24 21:2 44:7 45:20 46:24 47:2 68:3,7 74:21 111:14,23 112:8	<b>business</b> 5:19,23 6:12 7:25 8:2,21,22 12:17 13:2,15 17:15 22:11 60:16,22 75:2 102:2,3 104:17 123:8 136:11 183:19 184:3,4 189:24 190:1,4,13,16 191:23 192:2,5 206:7 208:4 231:3 243:1 269:17	<b>capitalism</b> 243:1,4	
<b>Brian</b> 143:9 170:15 202:16	<b>businesses</b> 16:16 46:6 189:25	<b>capped</b> 96:2 142:6	
<b>Brian's</b> 168:2 216:15	<b>busy</b> 11:6	<b>capricious</b> 126:7,8 185:19,24 186:2	
<b>briefed</b> 223:9	<b>button</b> 116:5	<b>capture</b> 52:25	
<b>briefing</b> 81:24 224:21	<b>buy</b> 106:16 200:8	<b>captured</b> 45:2 50:23 98:1	
<b>briefings</b> 18:6 227:6	<b>buys</b> 176:20	<b>captures</b> 44:24	
<b>briefly</b> 97:5 116:19 161:9		<b>car</b> 121:18,19 132:16 145:18	
<b>bright</b> 179:10		<b>card</b> 51:9 131:25	
<b>bring</b> 15:1 36:10,17 46:2,7,15 49:6 50:8 56:8 57:4 63:24 65:2 68:16 69:12,14 85:2 98:14 113:3,4 114:1 126:16 163:2 178:18 181:5,9 197:18 228:8 250:8 255:4 256:4 262:16 264:11 265:7 270:7	<hr/> <b>C</b> <hr/>	<b>cardboard</b> 73:19	
<b>bringing</b> 106:14 228:21	<b>calculation</b> 28:12	<b>cards</b> 22:7	<b>cat</b> 178:20,22
<b>brings</b> 113:20 132:10 211:18	<b>call</b> 3:3,20,22 15:19 23:20 36:10 56:15 57:22 102:10 126:24 127:14 137:25 138:1 162:2,23 163:19 166:3,6 167:16 172:17 188:25 227:3	<b>care</b> 5:9 98:2 238:6 249:21,22	<b>catch</b> 212:12 216:17
<b>broad</b> 199:15	<b>called</b> 30:5 118:13 122:24 124:7 137:8 157:21 159:18 167:18 172:23 260:17	<b>careful</b> 142:1	<b>categories</b> 26:17
<b>broken</b> 80:8	<b>calling</b> 155:13,14 269:10	<b>cares</b> 54:14	<b>caught</b> 45:6 201:25 220:1,7
<b>brought</b> 36:22 45:22,24 59:6 63:22 85:24 141:6 145:7 189:16 192:14 193:6 194:22 195:19 264:4	<b>calls</b> 123:6 146:17	<b>carries</b> 35:8 57:9 67:22 81:9 84:1 96:24 98:20 101:24 223:5 230:13 262:1 263:23 265:12	<b>caution</b> 92:9,13
<b>budget</b> 4:4 51:23 53:18	<b>camera</b> 156:9	<b>carry</b> 49:12 105:20 118:10	<b>caveat</b> 60:10 207:11 227:15 229:15
	<b>cameras</b> 133:25 145:11,12,14,15,25	<b>carrying</b> 108:17 196:21, 22	<b>CCNA</b> 85:12 86:16,23 87:14 88:12,20,22 89:1, 4 94:19,24 100:3,25
		<b>carryover</b> 41:18	<b>cease</b> 45:3
		<b>carve</b> 117:3	<b>cede</b> 201:23
		<b>case</b> 31:19 89:6 92:6 117:22 134:14 174:25 185:8,9,15 198:9 199:17 202:22 212:24 213:6	<b>celebrate</b> 267:13,20
			<b>cell</b> 10:23 11:5
			<b>cents</b> 251:23 252:1
			<b>ceremonial</b> 266:9
			<b>certificates</b> 130:2

<b>certification</b> 166:21	22 62:6,8 63:1 64:6,20	12,18,21,23 230:2,6,12,	<b>charging</b> 11:8 226:21,
<b>certifications</b> 58:6	65:3,19 66:6,14,17,21,	15 235:8,11 237:24	22
<b>certified</b> 126:20 186:8	23 67:7,9,11,21,24 68:4,	238:16 241:16 243:9,25	<b>Charlie</b> 124:23 125:1
202:5 233:6 270:4	10,20,24 69:5,7 70:2,4	245:1,4,10,12,16,22	178:3
<b>certify</b> 101:2,5	72:24,25 73:4,6 76:4	246:4,17 247:15,18,23	<b>charter</b> 254:3
<b>certifying</b> 53:10,17,18	77:19,25 78:3,7,14	248:9,11,15,19,25	<b>chat</b> 93:21
100:24	79:21 80:3,6,19,23 81:8,	249:25 250:25 251:12	<b>chatbot</b> 41:1
<b>CFR</b> 174:1	11 82:22 83:10,15,17,25	252:12,16,20,23 253:2,	<b>Chatgpt</b> 21:21 37:4
<b>Chad</b> 89:24 126:19	84:3 85:7,23 88:15	14,17,19,24 254:4,6,9,	38:1 41:4 80:24
174:4,18 180:11 193:14,	90:19 91:10,15,25 92:8,	12,15,17,23 255:15	<b>cheapest</b> 231:23
18,20,21 194:1 195:19	14,18,19,21 93:7,11,18,	256:1 257:6,9,12,16	<b>check</b> 62:7 123:25
199:9 234:1,2 236:4,9,	22,25 94:4,10,15,23,25	258:2,6,8,10,14,16	124:9 132:1 160:1
19 237:11,25 243:7,10	95:3 96:9,14,16,23 97:1,	260:25 261:3,10,12,15,	166:21 167:1 170:10
244:24 246:14 258:23	6 98:4,9,11,19,22 99:22	17,19,25 262:3,8,11,14	177:18,20 218:2 255:21
<b>Chad's</b> 236:24 237:21	100:8,22 101:3,7,9,13,	263:12,15,17,22 264:1,	<b>checked</b> 73:17
243:16 244:8	16,23 102:1 103:8,10	2,5,10,14,16 265:5,11,	<b>checklist</b> 88:23 167:5
<b>chair</b> 16:23 35:16 41:23	104:1 105:1,14,17,25	14,25 266:7,18 267:10,	<b>checks</b> 204:20 214:12
42:12 43:21,24 50:13	106:3 107:6 108:5,13,19	15,19,23 268:1,14,16	<b>Cherokee</b> 129:20
51:8 53:4,9 63:11,15	109:15,17 110:5,11,14	270:18,20 271:8,10	143:18
65:7 66:11 69:24,25	111:3,8,12,22 112:1,10,	<b>Chairman's</b> 6:20 48:24	<b>Cherry</b> 22:9,12,25
80:5,11 83:9 85:22	22 113:13,14,17,21,24	256:6	<b>cherrypicked</b> 204:5
86:22 87:22 90:18 91:21	114:3,6,10,14 115:2,11,	<b>chairs</b> 121:7 254:5	<b>Cheyenne</b> 191:14
94:22 95:4 97:5,9 99:2	15 116:2 126:15 129:24	<b>challenge</b> 32:17 92:23	<b>chicane</b> 214:2
100:5 101:2 102:9 106:7	137:3 138:5,13,20,23	<b>challenges</b> 18:12	<b>children</b> 238:13
112:21 114:19 137:4	139:3,7,12,18,20 140:2,	<b>challenging</b> 24:2	<b>chime</b> 174:4
138:4 140:24 141:24	4,9,15,18 141:19,21	<b>chance</b> 4:1 17:23 31:10,	<b>Chinese</b> 250:6 251:2
166:7 193:20 197:9	142:4,10,16,17,19,23	12 57:20 58:21 139:5	256:7 257:21
222:3 229:11 235:17	143:4 149:25 153:16,19,	189:1 205:2 206:14	<b>choice</b> 88:7
249:24 256:3 262:2,13	21 155:20,23,25 156:4,	207:6 232:11 266:25	<b>choose</b> 53:21,22
263:10	8,17,21 157:2,5,10,16	<b>chances</b> 146:22 207:9	<b>chooses</b> 63:8,9
<b>Chair's</b> 42:3 51:10	159:13 161:7,10,14	<b>change</b> 7:24 26:16,17	<b>Chris</b> 40:15 173:2
<b>chairman</b> 3:2,9,18,21,	162:4,22,25 163:2,9	42:20 43:19 48:17 51:5,	242:16
25 4:9,12,17,20 5:11,21,	165:19,21,23 166:1,5,9,	6 67:12 78:14,17 80:16	<b>Church</b> 139:25
24 6:9,13,23 7:1,6,10,	11 170:1 172:13,15,17,	106:10 158:6 194:16	<b>Cilliers</b> 3:12
16,21 8:2,4,7,9,12,14,	21 173:7,9,14,17,20,23	213:25 238:21 241:12	<b>Cindy</b> 149:23 152:5
19,22,25 11:15,24 12:2,	174:3,14 176:10,15,24	267:14,21	154:14 155:9 158:2,10,
4,16,25 13:18 15:21	177:1,7,10 178:19	<b>changed</b> 33:14 124:5	12,14 162:14 193:3
16:4 18:15 19:3,12,16,	179:12,16,24 180:1,5,23	205:25 243:11 257:25	<b>Cindy's</b> 158:13
19,21,24 20:4,9,13,23	181:2,14,16,23 182:6,9,	<b>channels</b> 87:17	<b>circles</b> 119:24 120:10
21:1,3 22:6,10 25:23	18 183:7 184:7,11	<b>Chapman</b> 240:3	<b>circuit</b> 202:23
32:11 34:10,14,17,21,24	185:16,21 186:22 187:1,	<b>Chapter</b> 119:7	
35:1,7,10 37:23 40:1,19	5,16,20,23 188:4,6,10,	<b>character</b> 59:24	
41:3,7 42:16 43:11,14	12,17,20,24 189:6,9,14,	<b>charge</b> 75:15 131:11,18	
44:8,11,14,17 45:17	18 191:21 193:12 195:3,	164:13,15 174:7 177:2	
46:23 47:6,10,16,19,21,	7 197:10,17,20,23	209:9 216:15,16 224:5,6	
24 48:2,6,9,12 49:5,11,	199:21 200:22 201:1,5	250:10	
14,18 50:2,6,11 51:2,5	208:7,10,13,19,22	<b>charged</b> 16:15 26:9	
52:24 53:3,13 54:8,12,	209:25 210:19,23 211:1	130:24 171:5	
19 55:1,3,5,16,19 56:4,	212:21 213:3,13 214:20		
9,17,24 57:2,8,11 58:25	215:3,7,15,22 218:9,20,		
59:2,13,16 60:9,23 61:9,	24 219:3,5,13,15,17,19,		
	21,23 220:11,15,23		
	221:17,20 222:6,16,18,		
	21 223:4,7,25 224:15		
	225:14,17,23 226:16,23		
	227:19,22 228:22 229:4,		



<b>circulated</b> 41:6	<b>clerk</b> 75:15	6 66:25 67:1,11,14 68:8, 13,17 73:8 77:19 79:17 81:3 83:19 96:17 98:12 101:17 105:18 229:25 230:1,9 237:18 238:2 258:17 260:14 261:19 263:18 265:6	247:5
<b>circumstances</b> 201:12 241:2	<b>client</b> 23:11,21 127:8 128:3 132:6		<b>comp</b> 132:8
<b>circumstantial</b> 205:9	<b>client's</b> 189:24 190:3		<b>companies</b> 143:16 162:13 163:20 215:14
<b>cited</b> 150:22	<b>clients</b> 37:15 123:20 129:14		<b>company</b> 40:25 96:1 129:9,17 135:23 136:6,9 143:19 154:14 162:11, 14 163:18,22 190:9 196:15 202:13,14 209:8 214:9 217:3 224:12 231:24 270:3
<b>citizen</b> 104:25	<b>clock</b> 9:1 12:6 103:5 108:15	<b>comments</b> 12:3,5 14:8 18:23 36:15 44:19 45:19 46:2,12,17,20,23 50:24 51:12 60:9,23 74:8,10 78:1,16 81:1 107:10 258:19 268:15,16	<b>compared</b> 77:14
<b>citizens</b> 16:14 17:12	<b>close</b> 11:7 185:3 223:11,20 224:2	<b>comments/ discussions</b> 230:8	<b>compensated</b> 30:12 144:25 145:1 177:13,14
<b>citizenship</b> 118:19	<b>closed</b> 33:19 43:16 103:3	<b>commercial</b> 16:9 78:23 117:1 119:17,19,24 120:7,12,17,23,24 121:3,16 122:4,5 123:14 128:24 131:12,18,20 132:2,24,25 135:16 136:20 148:3 174:17 176:2 177:13 184:22 186:9,13,23 198:4,6 199:1,4 201:18,21 202:12 203:24,25 204:1 208:12,15,21 209:11 211:6,7,10 212:17 215:6,8 216:19 217:7	<b>compensation</b> 132:9 144:3 148:4,10 150:4,6 164:2 174:17
<b>city</b> 10:9,11,16 11:4	<b>closely</b> 10:14 70:20 130:7		<b>compete</b> 135:19,20
<b>civil</b> 232:6	<b>closer</b> 24:23 33:23		<b>competent</b> 137:11
<b>claim</b> 126:5	<b>closeup</b> 116:15		<b>competing</b> 116:24
<b>claimant</b> 195:25	<b>closing</b> 173:4		<b>competition</b> 130:15
<b>claims</b> 233:1 238:22	<b>co-opt</b> 116:20		<b>competitive</b> 72:19
<b>clarification</b> 19:10 52:11 78:9 80:2 107:8	<b>COE</b> 256:22 258:1		<b>complained</b> 114:22,23 133:4 135:11
<b>clarified</b> 78:13 140:23	<b>coffees</b> 270:7		<b>complainer's</b> 136:2
<b>clarify</b> 52:14 78:12 108:8 189:17 217:24 222:8 244:19 256:23 257:8	<b>colleagues</b> 240:23 250:18 256:15	<b>commission</b> 16:13 258:4	<b>complaining</b> 135:23
<b>clarifying</b> 108:7 179:14 246:6	<b>collecting</b> 51:6	<b>Commissioner</b> 8:23,24 9:2 11:16	<b>complaint</b> 196:18 197:2
<b>clarity</b> 36:17 65:9 137:5 254:1	<b>collection</b> 28:17	<b>commissioners</b> 35:17 45:22 75:13	<b>complete</b> 60:15 90:15 225:13 226:7 227:13 229:9,17 244:16 253:15 257:23
<b>classes</b> 195:14	<b>collectively</b> 228:24	<b>commitment</b> 85:16 86:21 93:15	<b>completed</b> 33:16 87:15 133:9 257:24
<b>classification</b> 26:17 265:1,3	<b>collusion</b> 259:25	<b>committed</b> 17:19	<b>completely</b> 14:17 52:2 82:16 109:11 204:7 207:13 264:18
<b>clean</b> 29:13 146:22 157:8,10 233:10	<b>color</b> 128:20	<b>committee</b> 6:21 16:11, 15 17:2,13 79:20	<b>completion</b> 227:2,24 253:12
<b>clear</b> 27:24 31:11 36:13, 18 37:10 61:17 95:7 110:6 120:22 122:8 124:4 128:10 141:5 150:4 155:15 156:23 161:17 178:1 184:17 189:1 194:17 200:12 209:12 214:5 218:21 230:3 232:20 233:21,25 236:3	<b>colorful</b> 205:18	<b>committees</b> 16:9	<b>compliance</b> 17:20,22 25:12,17 71:6 77:12 92:11,12 94:20 100:25 115:6 116:21 121:10 124:18 133:10 168:14, 15 169:15 178:15 179:9 204:20 217:22 223:10,
<b>clearance</b> 97:3	<b>com-</b> 251:4	<b>common</b> 17:24 130:1,4, 5 132:17	
<b>cleared</b> 236:7 238:10, 15 247:10	<b>combine</b> 214:5	<b>commonly</b> 36:4	
<b>clearing</b> 249:9	<b>combined</b> 67:3	<b>communications</b> 27:9 28:21 29:16,23	
	<b>comfortable</b> 90:24 91:18 182:15 243:19	<b>community</b> 3:14 46:7 47:5 71:5 112:15 146:12 205:17 240:6 242:21	
	<b>Commandments</b> 118:4		
	<b>comment</b> 6:5 12:1 13:21 19:6 20:6 22:7 36:14 41:10,12,13,20 42:8,10,14 43:20 44:6 45:25 46:9,12,14 47:3, 21 48:16 51:7,9 57:3 58:23 59:15 61:11 62:4,		

12,21 265:22,23	<b>confirmation</b> 87:19 109:4 227:8	<b>contingencies</b> 113:7	137:1 159:20 232:23 242:19
<b>Compliance-wise</b> 104:6	<b>confirmed</b> 123:23 167:1	<b>contingent</b> 86:20	<b>conversations</b> 106:13
<b>complications</b> 100:4	<b>conflating</b> 65:21	<b>continuation</b> 229:15	<b>conveyance</b> 117:13
<b>complied</b> 92:3	<b>conflict</b> 244:23,25 246:8 259:10 260:10	<b>continue</b> 52:10 61:6 71:5 124:15 126:10 139:9 197:4 222:12 239:15 247:13 264:8	<b>convinced</b> 90:12
<b>comply</b> 92:3 116:25 117:23 120:14	<b>conflicts</b> 231:14 233:4 236:1 255:22	<b>continued</b> 72:22 123:18 202:8 204:14 206:14 218:23 223:19	<b>convoluted</b> 55:11
<b>complying</b> 200:6	<b>conformance</b> 75:23	<b>continues</b> 201:24 228:14 234:12	<b>Cool</b> 267:10
<b>component</b> 74:23 75:7	<b>confused</b> 192:14	<b>continuing</b> 18:3 89:9 90:4	<b>coordinate</b> 10:25 71:12
<b>composite</b> 156:15	<b>congenial</b> 17:7	<b>continuously</b> 235:3	<b>coordinated</b> 16:23
<b>comprehensive</b> 9:24	<b>congrats</b> 11:13	<b>contract</b> 14:22 15:4,5 20:10,16,19 53:17 57:10,13,18 58:18 61:23 62:2,10 63:12 65:10,22 66:3 67:12,25 68:6,9,13, 15,18,22 69:9,11 70:10 72:1 73:13 74:24 77:3 89:5,9,19 90:3,5 91:20 94:8,12,16 95:6 249:20 270:2	<b>coordination</b> 227:16
<b>computers</b> 106:17	<b>Congratulations</b> 7:6	<b>contracted</b> 249:22	<b>copies</b> 135:5
<b>con</b> 121:3 170:21	<b>connected</b> 196:10	<b>contractors</b> 78:24	<b>copilot</b> 40:18,19
<b>concept</b> 180:11	<b>connecting</b> 99:5	<b>contracts</b> 25:12 96:1 100:23 126:1	<b>copy</b> 157:10
<b>concern</b> 40:4 128:4 202:20 247:3	<b>connection</b> 88:5 262:18	<b>contractual</b> 61:16	<b>corner</b> 134:24
<b>concerned</b> 246:24 261:12	<b>Connie</b> 30:14,18 32:22 33:24	<b>contractually</b> 117:13	<b>corporate</b> 192:3
<b>concerns</b> 10:23 240:16, 17,18 241:23	<b>consensus</b> 253:3	<b>contribution</b> 82:2 84:23	<b>corporation</b> 76:9
<b>concludes</b> 162:22	<b>consent</b> 271:11	<b>control</b> 21:10 31:7,8,14 32:3,5 112:9 195:25 196:1 241:18	<b>Corps</b> 268:25
<b>conclusion</b> 90:14 225:9 263:7	<b>consequential</b> 42:6	<b>controlled</b> 26:1	<b>correct</b> 6:1 22:14 48:8 50:5 53:7 56:9 59:12 85:14,15 86:14 87:16 88:13 94:13,14 103:23 137:13 138:16 147:18, 19 148:25 149:8,15,16 150:15,18,20,24 151:1, 16,19 152:10,12 160:4,5 161:21 166:25 167:2,15 168:11,21 169:6,11,19, 22 189:11 194:23 200:18 220:14 227:22 256:19 258:23
<b>concur</b> 47:2 104:15	<b>consideration</b> 21:23 42:15	<b>controller</b> 27:5 31:5	<b>corrected</b> 26:12 31:17 32:1,6
<b>condensed</b> 26:5	<b>considered</b> 140:22 259:11	<b>controllers</b> 269:6,12	<b>correction</b> 189:8
<b>condition</b> 31:15 76:13	<b>consistent</b> 23:21 36:2 72:20 230:25	<b>controls</b> 25:1,11,16 31:19 231:12,15 233:12 244:3,15 246:12 249:7 253:9 255:4	<b>corrective</b> 227:16,20
<b>conditions</b> 29:14	<b>constantly</b> 260:11	<b>controversial</b> 44:2	<b>correctly</b> 87:3 90:25 91:9 108:10
<b>conduct</b> 123:21 150:7 168:4 221:18 231:21 244:13 253:7 259:12	<b>constituted</b> 128:14	<b>conversation</b> 17:23	<b>correspondence</b> 137:20
<b>conducted</b> 27:12 120:25 121:2 150:19 161:20 168:19 170:22 239:23	<b>construction</b> 86:13 95:12 99:15		<b>corroborates</b> 214:16
<b>conducts</b> 162:17 259:21	<b>consult</b> 32:1		<b>cost</b> 81:25 97:12 98:3 108:23
<b>conference</b> 161:18,21	<b>consultants</b> 86:2		<b>costs</b> 73:12 108:17
<b>confidence</b> 241:7	<b>contact</b> 32:9 166:20 169:18 228:11 260:13		
<b>confident</b> 18:12 94:19	<b>contained</b> 20:18		
<b>confirm</b> 6:7 69:9 104:14 169:20	<b>contentious</b> 52:22		

<b>counsel</b> 6:1,19 17:18 35:14 45:2 49:16 57:17, 20 64:5 69:7,12 70:22 71:12 86:18 91:1,6 92:1 94:13 219:24 220:6 224:10,25 225:25 226:24 228:10,25 229:2 231:19 232:3 233:3,5,16 234:17 236:21 237:12, 13 243:21 244:7,13,21 246:16,22 247:1,9,25 248:4 249:14 251:6 253:6 254:18 255:5 257:19 258:25 262:6,10, 12 267:24	228:1,24 232:11 235:19 236:4,6,21 237:25 243:15 244:8 265:16 266:18 270:14	<b>Cross-talking</b> 195:12 219:16	<b>dated</b> 156:1
<b>counsel's</b> 23:3 63:19 219:1	<b>Courtney's</b> 13:7,11 58:3 59:18 60:1 64:8 65:14 88:21 89:3 113:25 222:4 236:24 237:18	<b>cross-throughs</b> 43:3	<b>dates</b> 71:14 72:5,14 121:22
<b>counsels</b> 90:23	<b>courts</b> 75:16	<b>crosses</b> 198:3	<b>daughter</b> 165:12 216:15
<b>countermeasures</b> 213:18	<b>cover</b> 265:17	<b>crowd</b> 76:8 238:5	<b>day</b> 40:2 121:24,25 127:5 133:8,11,14,22 134:15,17 139:23 141:12 148:4,7 164:19 168:9,10 176:3 187:13 188:8 206:20 207:2 210:13 213:11 219:9 239:6,13 242:19 266:1 269:3 271:5
<b>counters</b> 237:2	<b>coverage</b> 10:24	<b>Cruz</b> 112:11	<b>day-to-day</b> 231:14 251:6
<b>county</b> 9:6,22 10:11 12:18,23 16:12,13 17:2 45:22 75:13,14 109:3 247:4 249:16 259:14	<b>covered</b> 97:14	<b>crystal</b> 200:11	<b>days</b> 66:2 68:11 113:22 123:6 126:1 130:20,22 134:16 145:13 187:14 198:16 203:15,20 204:12 212:3 214:12 238:25
<b>county's</b> 242:7	<b>CPA</b> 24:13	<b>curiosity</b> 191:4	<b>days'</b> 126:3 200:17
<b>couple</b> 113:19 177:22 215:24 239:3 252:14	<b>craft</b> 182:9	<b>curious</b> 27:10	<b>Daytona</b> 191:13
<b>courses</b> 58:5	<b>Craig</b> 132:17,18,19 144:18 145:3,6,8,9,10 148:2 150:8,11,14 160:14,15,18 161:3 162:19 178:11,12 180:13,15 186:19 187:11,14,17,18 201:17 203:5 209:16 213:10,14 215:18 216:18	<b>Curog</b> 167:17	<b>de</b> 29:21
<b>court</b> 12:19 43:15 44:20 51:17,19 54:22 56:8,11 155:16 171:10 202:23 206:21 212:24 218:14 248:21 263:5,6	<b>crashes</b> 196:9	<b>Curoga</b> 162:16 167:17	<b>dead</b> 102:11
<b>courthouse</b> 126:6	<b>create</b> 21:24 250:6 251:2 256:15	<b>current</b> 21:11 73:18 94:8 223:12 241:21 243:21 245:18 246:21	<b>deadline</b> 71:16
<b>Courtney</b> 5:17 7:11 13:3 14:10,14 15:17 18:4 22:18 28:2 33:5 35:12 40:25 45:5 57:18, 21,22 58:13 59:6 60:2, 21 66:9 68:24 81:14 82:23 84:5 85:8,11 95:23,24 97:3 98:5,24 99:22 102:6 103:9 105:10 106:5 108:25 112:6,8 114:16 115:20 153:13 165:22 166:11 173:25 209:3,14 210:3 211:13 214:13 218:1 222:12 225:24 226:24	<b>credibility</b> 237:8,9	<b>curriculum</b> 109:1 174:25	<b>deal</b> 24:20 30:23 66:20 116:1 257:4
	<b>credit</b> 131:25 268:12,20	<b>curtain</b> 176:12	<b>dealing</b> 40:3 107:20 110:9
	<b>creditors</b> 24:15	<b>customer</b> 15:22	<b>dealings</b> 232:25
	<b>crimes</b> 259:12	<b>Customs</b> 16:10	<b>deals</b> 111:16 118:7
	<b>criminal</b> 232:5,15 259:12	<b>cut</b> 60:18 76:15 147:18 212:5	<b>dealt</b> 155:9
	<b>criteria</b> 79:19	<b>cute</b> 129:6 203:6	<b>dear</b> 14:11 261:2
	<b>critical</b> 84:16	<b>cuteness</b> 201:16	<b>death</b> 180:24
	<b>cross</b> 6:7 141:2,3 142:1, 6 153:17 170:1	<b>cutting</b> 197:5 265:22 266:1,9 267:18	<b>debate</b> 4:11 67:16 204:11 244:11
	<b>cross-examination</b> 141:11,23 142:13 149:3 164:25 170:3	<b>cycle</b> 121:18,20	<b>decade</b> 104:16
	<b>cross-examinations</b> 142:2	<b>czar</b> 117:8	<b>decades</b> 17:25 22:2 119:6 239:7
	<b>cross-hangared</b> 133:16	<hr/> <b>D</b> <hr/>	<b>December</b> 7:19 68:2,16 69:14,19 71:18 102:16 126:2 139:21 200:23 223:14 224:21 225:19
	<b>cross-referenced</b> 36:3	<b>D.C.</b> 250:7	
		<b>Dallas</b> 181:6,7,8	
		<b>damage</b> 21:10	
		<b>dancing</b> 181:19 188:3,7	
		<b>data</b> 28:16	
		<b>date</b> 33:11 71:19 72:3 107:5	

226:6 227:9 229:6 264:9 265:20,21,22	<b>define</b> 206:10 259:9	<b>designate</b> 159:16	21 57:7 58:24 59:1,11, 14,17 61:10 62:3 63:6 64:11 65:13 66:4,8,12, 15 67:20 68:19,23 69:2, 6 72:17 73:3 78:6,9 79:17,22 80:13,18,21 81:7 82:24 83:14,24 85:9,16 86:13,15 87:9, 11,19 88:10,14 90:11 91:11 93:5,10,14 95:2,4, 16,20,23 96:13,22 98:8, 18 100:1 101:5,15,22 104:2 105:24 108:7,18 109:16 114:8,12 116:6 139:6 140:12,20 141:20 157:1,4 173:2,19 179:11,14,17,20,25 183:8 188:11,14,19,22 189:5 195:4,8,14,19 196:9,15 197:14,18,25 198:19 201:3 203:12,14 207:11 208:16 209:24 212:15,23 213:12,15 214:25 215:14,20 216:22 217:4,24 220:9, 13,17 222:8 223:2 225:7,15 227:11,20 229:7,13,20 230:1,3,11 237:6 242:11,14 244:18 245:3,5,9,11,15,21 246:3,5 251:14,17 253:12,15 255:18 258:12,15 261:24 263:14,21 265:2,10 266:4,16,21,23 267:5 268:13 269:4,24 270:7, 11,14,16,19 271:7
<b>decide</b> 102:25 105:5 137:18 181:3 182:11 185:14 211:4 213:10	<b>defining</b> 221:24	<b>designated</b> 123:22 153:14 159:18 166:20 170:24	
<b>decides</b> 38:20 133:12	<b>definition</b> 31:14 32:3	<b>designed</b> 24:24	
<b>deciding</b> 198:2	<b>definitions</b> 26:1 259:11	<b>desist</b> 45:3	
<b>decision</b> 53:8 102:20 103:4 104:10 107:7 108:8 110:15 115:17 137:10 141:13,14 185:22 206:20 212:7 217:18 243:17 264:9	<b>degree</b> 27:22	<b>desk</b> 21:15	
<b>decisions</b> 48:22	<b>delegate</b> 5:4	<b>detail</b> 40:24 54:14	
<b>decorum</b> 51:11	<b>delegation</b> 9:5	<b>details</b> 64:11 106:23 107:3,5 127:15	
<b>Dedge</b> 4:11,15 7:5,23 8:3,6,8,17 32:13 34:9,25 35:5 49:9 52:4 54:23 55:2,4,10,17,25 57:6 60:10 66:19 67:19 69:23 70:7 72:18 81:6 83:16, 23 96:21 98:10,17 101:12,21 103:10,14,17, 19,24 105:12,23 107:11, 14,16 109:18,21,23 110:4,9,12 113:14,18,22 114:2,5 138:22 139:1, 11,14,19,24 140:3,9,15, 17	<b>deliverables</b> 106:25 108:3 113:8	<b>detected</b> 31:17,20,24, 25 32:6	
<b>deed</b> 117:13	<b>demand</b> 238:15	<b>detective</b> 32:24 34:6	
<b>deem</b> 37:5	<b>demeanor</b> 45:5	<b>determine</b> 102:13,25 227:25	
<b>deemed</b> 37:10 38:7	<b>denied</b> 124:10 147:7 158:4 206:3	<b>develop</b> 70:17	
<b>deep</b> 183:5 196:8	<b>dentist</b> 140:5	<b>developed</b> 10:22 41:1	
<b>deeper</b> 49:3	<b>deny</b> 136:17 200:2 203:8 222:15	<b>development</b> 17:15 58:5 79:6 84:12,15	
<b>defendable</b> 206:20,21 248:21	<b>denying</b> 147:9 222:6	<b>developments</b> 94:6	
<b>defendant</b> 196:1	<b>department</b> 10:15 13:10 75:16 109:7	<b>devil's</b> 127:15	
<b>defending</b> 206:22	<b>departments</b> 224:12	<b>Diaz</b> 129:19 143:21 155:18 158:8,11 190:22 192:12	
<b>defense</b> 78:23	<b>depending</b> 79:14 95:6 257:18	<b>dickered</b> 14:16	
<b>defer</b> 47:23 107:7 108:8 109:13 110:15	<b>depends</b> 53:16	<b>dictate</b> 247:13	
<b>deferred</b> 109:12	<b>depiction</b> 205:18	<b>difference</b> 56:6 174:5,6 175:7 183:12	
<b>deficiencies</b> 200:18	<b>deploying</b> 11:4	<b>differently</b> 55:8	
<b>deficiency</b> 26:7 31:7,9, 14 32:3,5	<b>deposition</b> 123:1	<b>difficulties</b> 28:24	
	<b>depreciation</b> 28:11,12	<b>dig</b> 49:2	
	<b>depth</b> 114:20 234:12,14	<b>dignity</b> 238:20 239:19 241:1,12	
	<b>Deputy</b> 11:25 12:1 112:11	<b>diligence</b> 90:13 109:9	
	<b>describe</b> 181:21	<b>dime</b> 97:12 98:3	
	<b>description</b> 67:3 71:2,8 73:1 77:23 78:11,15 79:18	<b>Dipola</b> 4:8,16,22 5:19, 22 7:8,11,20 8:11,18 34:19,23 35:6 37:24 38:11,21,24 39:14 40:18,25 41:4,8 42:18 43:13 47:20,22 48:1 49:10,20,23 51:4 52:9 53:2 54:9,13 56:1,5,16,	
	<b>deserve</b> 268:12		
	<b>design</b> 81:10,14,21 82:23 83:12 84:2,4,20 85:14 95:11,17 96:2,11 98:21,23 99:14,24 101:10		
			<b>dire</b> 21:20
			<b>direct</b> 19:1 25:13 122:9 141:22 142:6,13 143:5 166:16 209:6 244:25 256:12 257:19
			<b>directing</b> 256:21
			<b>direction</b> 41:18 48:7,25 57:19 169:17 225:25 228:13 236:17
			<b>directly</b> 145:8 159:22 214:13
			<b>director</b> 12:23 13:13 15:12,15,25 16:14 21:6 57:10,13,19 58:7,12 67:5,23 68:12 69:1,21 70:6,8 71:4 72:12 73:11

74:9,25 75:8 77:1 78:20 123:4 128:7 206:23 217:15 232:19 264:19, 25	52:21 54:25 57:2 58:22 67:16 71:9 78:4,25 81:3 83:19 89:22 96:18 98:13 105:20 115:8 136:17 159:16 160:17 194:12 205:24 223:1 229:24 230:7 261:21 263:24 271:1,3	<b>drafted</b> 41:19 <b>drafting</b> 248:1 <b>dragged</b> 24:9 238:5 <b>draw</b> 182:13 198:8,9 245:8 <b>drifted</b> 175:20 <b>drill</b> 111:21 <b>drive</b> 18:18 236:10 <b>driving</b> 22:16 28:4 71:5 <b>drop</b> 65:25 213:13,21 <b>dropping</b> 62:23 65:24 213:22 <b>drove</b> 171:3 <b>dual</b> 151:22 <b>due</b> 10:4 71:18 90:13 102:16 109:9 114:19 141:25 186:24 264:3 <b>dumb</b> 189:20 <b>dunk</b> 199:17 <b>duties</b> 75:19 <b>duty</b> 6:17	<b>e-mail</b> 11:19 37:5 39:2, 3,4,5,6,12 112:18 113:1 128:13 147:11,12,13 156:10,23 159:13 193:2 228:6 <b>e-mailed</b> 85:10 <b>e-mails</b> 146:18 <b>Eagles</b> 16:18 <b>earlier</b> 29:13 33:25 41:21,22 59:4 78:13 124:18 158:25 259:7 <b>earth</b> 125:10 <b>easier</b> 18:8 <b>easiest</b> 107:20 <b>easily</b> 37:19 234:25 <b>east</b> 84:12,13,14 85:6 96:25 97:19 99:4 119:25 120:1 <b>easy</b> 202:1 <b>eat</b> 165:16 <b>Echo</b> 143:15 <b>economic</b> 79:6 117:8 <b>edits</b> 4:5 <b>Education</b> 109:7 <b>effective</b> 61:24 64:24 65:5 <b>effectively</b> 6:21 26:14 35:24 <b>effectiveness</b> 214:4 <b>efficient</b> 16:22 22:4 26:2 231:23 <b>efficiently</b> 127:4 <b>effort</b> 87:21 <b>egregious</b> 211:21 <b>eight-month</b> 214:11 <b>election</b> 45:7,9 <b>eliminate</b> 42:13 247:21 <b>eliminating</b> 82:25 <b>else's</b> 220:2,7 225:3 <b>Embry-riddle</b> 109:5
<b>director's</b> 54:2 104:9 115:17 <b>directors</b> 15:13 75:10, 22 <b>disagree</b> 186:15 209:13 213:15 <b>disagreeing</b> 210:15 <b>disagreement</b> 198:1 <b>disagreements</b> 28:25 29:9 <b>discipline</b> 40:10 <b>disclose</b> 29:7 <b>disclosed</b> 27:13,15 <b>disclosure</b> 30:16 <b>disclosures</b> 27:24 30:13 <b>disconnected</b> 184:22 <b>discontinuance</b> 160:19 <b>discovered</b> 228:11 <b>discovery</b> 122:24 <b>discrepancy</b> 198:5 <b>discretion</b> 6:20,25 42:3,12 43:21 48:24 91:6 104:8 113:25 117:9 173:4,5 176:17 177:25 185:1 195:13 199:16 <b>discuss</b> 4:25 5:3 7:12, 17 30:10 39:25 40:13,22 43:2 46:1 56:22 61:23 69:15 223:16 224:22 228:25 267:1,12 <b>discussed</b> 29:21 52:20 82:4 258:15 <b>discussing</b> 5:6 7:14 39:20 59:20 62:1 65:23 67:2 70:16 214:13 217:17 242:2 <b>discussion</b> 4:11 6:15 8:14 31:3 35:1 43:23 44:1 46:8 48:12 49:6	<b>discussions</b> 38:4 82:10 262:24 <b>dismissed</b> 163:1 <b>dispute</b> 150:25 <b>disputed</b> 210:9 <b>disputing</b> 210:10 <b>distinction</b> 188:16 198:9 <b>distribute</b> 38:25 <b>distribution</b> 190:5 <b>district-wide</b> 96:1 <b>document</b> 54:3 81:24 147:10 259:23 <b>document's</b> 194:5 <b>documentation</b> 226:10 <b>documented</b> 236:22 <b>documenting</b> 53:8 <b>documents</b> 61:15 105:11 193:21 232:8 256:17 <b>dollar</b> 164:14 <b>dollars</b> 11:8 77:8 <b>door</b> 132:15 151:17 227:17 <b>DOT's</b> 93:14 <b>doubt</b> 90:20 125:5 205:11 <b>Douglas</b> 234:24 <b>Downs</b> 12:19 <b>downtown</b> 10:24 <b>dozenth</b> 251:19 <b>DPE</b> 159:23 161:6,20,24 <b>draft</b> 28:15 57:17 69:16 71:7 73:1 78:10 249:12	<hr/> <b>E</b> <hr/> <b>E-1</b> 156:6 <b>E-10</b> 116:17 122:17,18, 19 126:2 127:10 129:21 133:18 151:19 152:9 166:20 167:2,9 169:5,21 210:6,8 211:14 216:6 218:18,19 <b>E-2</b> 156:9 <b>E-3</b> 156:13 157:13 162:4 <b>E-4</b> 116:11 122:18 123:11 126:1 127:10 128:1 129:21 132:15 133:18 134:3 151:15 152:9 156:22 157:14 166:19 167:2,9 169:5,21 210:7 211:14 216:6 <b>E-4/E-10</b> 187:10 <b>E-5</b> 156:24 159:13 162:4 <b>E-6</b> 157:4,6,11	

<b>Emily</b> 167:13 170:8,10 214:13	<b>ensuring</b> 86:20	<b>everyday</b> 250:21	<b>exhaust</b> 180:24
<b>eminently</b> 127:2	<b>enter</b> 63:15 66:2 68:1 91:19	<b>evidence</b> 137:11 153:9 202:23 204:19 205:10 208:14,17,23 209:2,6, 10,15,17 210:17 211:11 214:6,12 216:1 218:14 220:24 255:2	<b>exhausted</b> 221:21
<b>emotion</b> 206:18	<b>enters</b> 65:22	<b>evolved</b> 146:16	<b>exhibit</b> 154:19 169:14
<b>employee</b> 65:15,24 66:16 76:14 131:6 158:16 170:6	<b>entertain</b> 15:5 44:4 54:20 65:4 105:8 173:3 190:8 223:19	<b>exam</b> 142:1 161:18,20, 24	<b>exhibits</b> 199:7
<b>employees</b> 32:20 103:11 138:11 146:6 209:7,8 227:12	<b>entertaining</b> 76:7	<b>examination</b> 142:13 143:5 154:22 161:15 163:10 166:16	<b>existed</b> 255:22
<b>employment</b> 20:10 57:10,13,18,24 58:18 65:11 66:3 67:25 68:12, 22 197:7 264:14	<b>entitled</b> 117:5	<b>examinations</b> 142:2	<b>existing</b> 16:16 35:25 105:10 117:1 123:19 197:3
<b>encroach</b> 120:7	<b>entity</b> 158:2 192:8	<b>examiner</b> 123:23 159:18 166:20 170:24	<b>exits</b> 49:23 140:17
<b>end</b> 10:2 14:18 21:14 27:2 28:13,14 29:20 31:2 32:14,23 45:8,10 59:4 63:3 74:16 79:4,11 99:13 126:1 134:23 141:12 156:16 170:5 188:3 204:1 206:19 265:20	<b>entrust</b> 204:13	<b>examiners</b> 153:14	<b>expect</b> 238:12
<b>ended</b> 27:3	<b>environment</b> 175:5	<b>exceed</b> 75:19 228:2 229:19,20	<b>expectation</b> 227:21,22
<b>Endorsement</b> 191:7,8	<b>environmental</b> 96:25 97:2,13,19,21,25 98:6	<b>excellent</b> 59:11 124:13 205:1 268:13	<b>expectations</b> 104:18 111:5
<b>ends</b> 102:16	<b>equally</b> 117:2 118:6,10, 22	<b>exception</b> 87:5	<b>expected</b> 74:19
<b>endure</b> 238:12	<b>equipment</b> 11:5	<b>exchange</b> 206:8	<b>expects</b> 36:7
<b>enforce</b> 118:22 235:3	<b>Equity</b> 195:10	<b>exchanged</b> 194:18 206:4,7 207:5,19,24 208:3	<b>expenditure</b> 6:2
<b>enforcement</b> 116:21 124:18,24	<b>erect</b> 190:9	<b>exchanging</b> 204:22 214:8	<b>expenditures</b> 30:3,4
<b>engage</b> 70:24 257:13	<b>erection</b> 190:14	<b>exciting</b> 9:18,21 10:8	<b>expenses</b> 262:20
<b>engaged</b> 176:4	<b>essentially</b> 51:14 58:8 179:22 203:8 213:5,6 216:11 217:2 243:22 250:6	<b>excuse</b> 4:3 69:24,25 142:12 191:21 231:18	<b>expensive</b> 44:21
<b>engagement</b> 22:24 23:15 71:6 223:20	<b>estimate</b> 85:17	<b>execute</b> 105:11	<b>experience</b> 17:18 18:1, 4 21:17,18 70:25 79:6, 15 224:4 232:4 239:5 270:4
<b>engine</b> 16:2 70:11 77:16	<b>estimated</b> 95:12	<b>executed</b> 89:5,19	<b>experienced</b> 46:5,6
<b>engineer</b> 92:25	<b>estimates</b> 27:17,18,21	<b>execution</b> 65:11 72:1	<b>experiencing</b> 269:11
<b>engineering</b> 95:25 112:7 213:17	<b>ethical</b> 59:23 236:23	<b>executive</b> 15:11,13,15, 25 16:13 17:2 43:12 51:24 54:1 57:10,13,19 58:7,12 67:5,23 68:12 69:1,20 70:6,8,24 71:4 73:11 74:9,25 75:8,10, 22 78:20 104:9 115:16 123:4 217:15 232:18 240:2 263:4 264:19,23, 25 265:1	<b>expert</b> 17:16 18:4
<b>enhance</b> 18:10	<b>ethics</b> 233:1 258:2,3,4	<b>exemplary</b> 15:9 59:17	<b>expertise</b> 46:7 71:3
<b>enjoy</b> 48:16 139:23 269:2	<b>evaluate</b> 28:8		<b>explain</b> 143:25 190:1 211:21 232:14
<b>ensure</b> 86:11 121:13 247:7	<b>evaluated</b> 28:17		<b>explanation</b> 147:8
	<b>evaluation</b> 104:23		<b>explicit</b> 41:11 237:20
	<b>event</b> 14:22 25:15 29:19 31:4,15,21 58:15 151:9, 12 262:15		<b>explicitly</b> 214:18
	<b>events</b> 16:19		<b>explore</b> 113:23
	<b>eventually</b> 39:10 109:13		<b>exponentially</b> 77:13 214:4
	<b>everybody's</b> 10:19 78:18 118:6 175:1 223:9 266:3,14		<b>express</b> 13:2
			<b>extend</b> 58:16 59:5 84:12 102:19,21 104:11 105:12
			<b>extended</b> 102:22

**extension** 15:6 58:14  
59:7,10 63:18 102:4,14  
105:9

**extensions** 59:1,3

**extensive** 36:9 78:21  
118:12 176:1

**external** 249:2,19

**externally** 41:5

**extra** 19:13 63:3 66:1  
130:16 179:18

**extremely** 182:21

**eyes** 117:21

## F

**FAA** 89:12 97:14,16  
104:5 117:5,11 118:12  
121:9 123:22 153:14  
166:20 168:14,15,19  
175:1 179:3 270:3

**fabrication** 190:5

**Facebook** 116:8 130:6,  
8 135:12,13 148:16  
150:22 151:9 173:21  
176:23 177:25 178:24  
180:3,6 205:6 211:15  
212:11

**faces** 253:22

**facilities** 104:22 119:10

**facility** 37:18 104:21  
119:18 213:19

**fact** 14:17 15:1 21:12  
60:5 94:11 102:16  
127:12,14,21 132:5  
133:17 136:6 143:19  
149:10 152:8,15,17  
157:1,2,5 190:23  
204:15,16 214:16  
217:11 221:6 250:4

**factor** 60:11 198:2  
246:25 249:3

**facts** 136:15 185:9,10,  
25 197:21 207:4 210:2  
259:19

**factual** 116:19 185:25  
219:6 232:1

**factually** 184:25

**failed** 170:10 204:21

**failures** 73:12

**fair** 62:3 69:2 194:24  
245:19,23 256:1 262:9

**fairly** 27:9 31:25 252:9

**fairness** 128:8

**faith** 198:21

**falls** 45:9

**family** 62:20 132:5  
174:7 183:23 190:24  
191:19 204:2 238:8

**fantastic** 207:4

**FAQS** 122:1

**farm** 81:10,14 82:23  
83:12 84:18

**fast** 116:4,14

**favor** 4:13 8:15 35:2  
49:7 57:4 67:17 81:4  
83:21 96:18 98:15  
101:19 105:21 201:20  
223:1 225:5 230:9  
261:22 263:19 265:7

**fax** 144:13

**FDOT** 17:12 82:1 84:22  
88:21 90:16 97:14,17,22  
108:11

**FDOT's** 90:7

**February** 14:24 71:21

**February/early** 33:23

**federal** 30:3,4 110:10  
174:21 175:4,23 182:21  
189:12

**feds** 28:17

**fee** 96:2 171:5

**feedback** 57:23 233:15  
257:13

**feel** 10:11 13:4 23:8,20  
47:3 92:21,22 94:19  
104:4 182:15 218:1  
243:19

**feeling** 245:18

**feels** 13:4 28:23 29:6  
42:22 260:22

**fees** 73:12 82:6 85:12,  
13 95:5 126:11 130:16  
262:20

**feet** 133:20 269:22

**fellow** 50:1

**felt** 74:10 93:2

**fence** 86:25 112:14,16  
120:6,8

**Fi** 269:1

**fiancee** 131:9 164:5,10,  
15 198:7 216:16

**fiancees** 202:11,18

**field** 15:17,18

**fieldwork** 33:17

**figure** 3:13 54:17 76:16  
108:2 181:12 182:7  
257:17,24

**file** 126:5

**filed** 128:15

**fill** 51:9 244:24

**filled** 46:5 70:15

**filling** 200:6

**film** 260:16

**final** 63:12,19,22 69:16  
202:6 223:18 225:19  
226:5 255:10

**finalists** 73:16

**finality** 237:3

**finalized** 71:1 223:17

**finally** 30:24 33:11

**finals** 73:21

**finance** 33:5

**finances** 51:18 111:6

**financial** 21:20 22:4  
24:12,14,17,19 25:7,14,  
16 27:1,3,19,23 28:15  
30:1,7,9,15 31:16 42:5  
109:2 204:24

**financially** 109:6  
235:14

**financing** 97:23

**find** 23:3 27:15,22,25  
30:19 61:7 77:9,17  
92:17 107:23 112:13  
181:20 184:20 216:16  
232:2 240:1

**finding** 103:21 185:19,  
24 186:2

**findings** 225:19,21  
227:24 232:1

**fine** 125:15 177:14  
181:25 234:21 243:10  
246:22

**finish** 24:4 33:17 60:15,  
22 124:11 223:25  
224:17 225:6 228:3  
258:24

**finished** 115:6

**fire** 13:9 75:17 77:3

**firing** 176:19

**firm** 23:14 70:25 71:24  
72:12 73:2,13 76:25  
77:7 92:25 100:15  
224:5,14 228:14 232:7  
234:24 244:2 247:24  
248:3 250:2,19 251:1

**firm's** 88:7

**firms** 89:16

**fiscal** 109:19,24

**Fischbach** 21:3,4,5  
47:7,15,18

**fit** 5:10 32:2 257:5

**five-minute** 188:18

**five-year** 224:2

**fix** 82:16 212:4 249:12

**fixed** 122:14 239:14  
247:19

**fixing** 82:8

**flavor** 136:15

**flew** 187:11

**flies** 132:8,17,18 144:4,  
5,8 190:17

**flight** 13:9 116:9,13  
118:7 119:10 123:15,18,

19,21 124:3,6 125:19,20 130:13,14,15,18,23,25 131:3,6,7,10,13,14,21, 24 132:3,4,21 135:9,20 136:23 138:10 144:10, 24 145:9 148:11,13,21 150:5,7,19 151:17 160:25 163:16 164:15, 22 165:4 166:19,20 167:12,19 168:1 169:20 170:21 171:11,16,22 172:1,2,3 174:6,15,16, 17,20,23 175:2,3,10,18, 21,22 177:4,17,19 179:2 180:14 183:3 184:2 189:13 191:5 195:22,23 196:10,11,13,16,19 199:18 201:16 202:3,11, 19 211:6 214:19,20 221:10,12	<b>focus</b> 87:11 188:15 237:8 <b>folks</b> 87:25 115:21 140:10 196:10 <b>follow</b> 118:19 125:23 <b>follow-up</b> 241:25 <b>food</b> 40:11 165:16 <b>foolish</b> 60:14 <b>footage</b> 156:9 <b>footprint</b> 84:13 <b>forbid</b> 179:4 183:20 195:20 <b>forensic</b> 28:13 <b>forewarning</b> 259:18 <b>forgive</b> 189:19 <b>form</b> 28:17 63:12,20 85:4 88:20,22 89:4 94:24 <b>formal</b> 39:18,25 53:7 71:10 <b>formality</b> 36:11 <b>formally</b> 37:13 54:3 <b>format</b> 63:20 <b>formatting</b> 55:23 <b>forms</b> 89:1 169:16 200:6 <b>fortunately</b> 14:12 99:8 <b>forward</b> 15:22 18:11 36:17 40:12,23 44:9 52:6 60:20 61:25 64:18 76:22 77:13 81:22 82:8 83:6 84:19 85:5 88:4 99:18 100:4 102:21 106:21,24 148:5 182:12 194:22 201:24 203:7 212:8,12 224:22 229:1 232:17 233:11 244:16 255:3 <b>fought</b> 234:6 <b>found</b> 26:3 73:14 76:21 132:5 133:14 211:20 216:24 223:14 <b>frame</b> 33:23 210:11	<b>frank</b> 87:4 <b>frankly</b> 90:11 205:2 <b>fraud</b> 29:18 <b>free</b> 23:8,20 108:21 131:17 139:17 174:7 177:2,4 179:22 202:11, 18 209:9 216:15,16 255:16 <b>fresh</b> 14:2 <b>Friday</b> 70:23 <b>friend</b> 124:13 171:19 180:12 198:7 <b>friendly</b> 212:17 <b>friends</b> 132:5 174:7 179:22 204:2 247:11 <b>front</b> 12:9,21 45:23 167:2,9 <b>FRS</b> 223:6,10,21 227:16 228:9 263:24 264:6,20 <b>fuel</b> 81:10,13 82:6,15, 21,23 83:2,12 84:18 176:20 200:8 <b>fueling</b> 83:4 <b>full</b> 30:2 53:20 63:22 271:11 <b>full-time</b> 58:12 <b>fun</b> 81:11 179:8,9 191:4, 19 206:8 <b>functions</b> 31:19 <b>fund</b> 84:10 85:1,2 86:8 99:3,9,10,15,20 <b>fundamentally</b> 117:12 <b>funding</b> 81:25 84:24 97:24 108:4 182:23 <b>funds</b> 6:3 112:15 146:8, 9 <b>fuselages</b> 111:19 <b>future</b> 9:7 52:22 241:18 247:14 267:22 <b>FYI</b> 200:15	<hr/> <b>G</b> <hr/> <b>GA</b> 99:5,7 <b>gain</b> 21:12 234:3 <b>gaining</b> 235:14 <b>garage</b> 196:24 <b>gave</b> 76:10,13,18 117:12 124:22 131:10 152:5 153:1 156:8 159:23 160:11,12 164:11 224:16 <b>gear</b> 122:13 <b>geared</b> 33:25 <b>general</b> 6:1 12:3,5 35:13 38:19 42:1,6 45:2 46:14 49:16 57:17,20 69:12 78:22 80:14 86:18 90:23 174:9 184:16 196:3 220:1 225:25 226:24 228:25 229:2 231:19 232:3,4 233:5,15 237:13 243:21 244:7,12, 21 246:16 247:1,8,25 248:4 249:14 251:6 253:6 254:18 255:4 257:19 262:10,12 267:23 <b>generality</b> 225:11 <b>generally</b> 6:7 36:7 196:5 <b>generate</b> 239:15 <b>generates</b> 239:14 <b>gentleman</b> 14:20 76:4, 18 93:19 159:20,21,25 170:19 <b>genuinely</b> 205:16 <b>get along</b> 77:10 <b>gimpy</b> 25:24 <b>girlfriend</b> 137:1 144:5 160:9 186:6 <b>girlfriends</b> 132:5,7 202:11,18 <b>give</b> 5:13 10:6 16:2 19:13 29:5 30:5 44:9 49:18 55:6 60:19 62:13
---	---	--	--



63:3 66:1 70:9 74:3 76:12 80:9 81:23 92:2 102:6,14,20,25 106:5,21 109:8 110:6 113:10,18, 19 114:23 115:3 116:18 125:5,25 126:2 127:13, 20 131:14,25 132:1 139:5 142:15,25 146:11, 14 147:8 156:5 160:7 163:6 165:4,6 166:13 167:19,25 172:3,7 180:12 191:6 217:25 222:11 225:24,25 227:23 232:11 237:8 239:11 240:19 242:14 254:9	<b>government</b> 25:5,8 94:17 <b>governmental</b> 25:9 <b>Governor's</b> 17:1 126:24 259:23 <b>governors</b> 17:19 <b>grab</b> 93:24 153:8 <b>grace</b> 195:5 201:11 221:24 <b>graded</b> 93:15 <b>Grande</b> 18:18 <b>grant</b> 84:10 85:1 86:8 88:22 97:21 99:3,9,14, 20 106:2,5,9 107:4,11 113:1,2 117:18,25 127:18 182:23 205:12 <b>granted</b> 203:18 <b>grantors</b> 24:16 <b>grants</b> 30:4 97:16 110:6,22 195:5 <b>grapple</b> 211:9 212:15 213:1 <b>grateful</b> 60:1 <b>gratitude</b> 60:7 <b>gray</b> 203:22 <b>great</b> 8:24 9:2 13:11,16 16:23 23:16 24:19 25:18 34:5 39:1 51:17,23 72:17 76:18 83:7 98:4 104:25 108:22 111:13, 25 112:3 117:9 127:2 157:12 164:11 200:25 207:17 266:16 <b>greatly</b> 3:15 <b>ground</b> 164:22 <b>grounds</b> 211:17 219:10 220:4,7 <b>group</b> 24:3 268:4 <b>growing</b> 146:8 <b>growth</b> 71:5 75:18 84:10 85:1 86:8 99:3,9, 14,19 <b>Grumman</b> 11:20 119:25	<b>guarantee</b> 109:2 <b>guess</b> 13:18 17:14 56:7 62:5 67:25 74:6,12 78:12 85:18 89:9 92:14 110:14 174:3 184:14 191:22 195:15 198:1 203:8 211:2 232:5 260:14 <b>guidance</b> 37:1 38:17 51:15 54:1,2 55:6,9 118:12 <b>guide</b> 72:22 249:15 <b>guy</b> 74:2 76:10 132:14 134:12 160:18 167:25 199:17 209:21 215:10 216:10 <b>guy's</b> 73:18 259:3 <b>guys</b> 34:12 135:11 136:22 137:6 145:13 146:9 155:23 157:11 160:13,14 164:9 188:6 201:8 213:9 218:11 243:12 249:22 251:22 256:25 268:10 270:9	<b>handoff</b> 262:5 <b>hands</b> 33:8 204:22 214:8 <b>hangar</b> 103:21 106:19 121:5,15 122:18,19 123:23 127:25 132:14, 16,21 133:5 134:10,25 139:15 144:17 145:16 149:9,14 152:6,7,21,22, 23 154:14,19 155:13 158:7,10 168:15 176:21 177:16 178:3 179:21 204:18 205:21 207:7,12, 17,18 208:18,20 211:14 220:2,7 260:19 <b>hangar's</b> 159:22 <b>hangared</b> 119:22 <b>hangars</b> 104:7 120:4, 10,11 121:12 123:21 124:6,25 127:9 128:16 129:21 133:6,18,19 134:14 136:8,9,18,19 143:11,17,23 145:12,13 146:22,23 153:2 155:6 158:7 166:19 169:5,6,9, 11 176:20 178:8 189:25 204:4 205:20 207:22 208:1 210:5,12 219:9 260:16 <b>hanging</b> 235:18 237:1 <b>happen</b> 10:14 45:11 74:1 111:25 132:2 183:21,23 259:7 <b>happened</b> 10:13 29:20 34:7 45:12 61:5 89:11, 15,20 122:8 195:21 204:8 211:12 <b>happening</b> 201:24,25 212:20 253:22 257:11 259:17 <b>happy</b> 32:8 37:19 94:24 116:6 139:18,21 268:24 <b>hard</b> 81:12 87:2,6 266:12 268:22 <b>harm</b> 264:22 <b>Hawkeye</b> 84:2,4,7 88:25 89:7 90:8 98:1 99:21
<hr/>			
<b>H</b>			
<hr/>			
<b>half</b> 15:2 60:13 77:14 213:21 <b>halfway</b> 225:11 <b>hammer</b> 106:22 <b>Hampton</b> 12:19 <b>hand</b> 14:13 50:21 84:9, 25 99:20,21 142:24 163:5 166:12 224:9 238:25 <b>handed</b> 156:23 <b>handful</b> 89:22 <b>hanging</b> 154:18 <b>handle</b> 5:17 14:20 74:18 234:23 251:2 <b>handled</b> 259:15 <b>handles</b> 250:2 <b>handling</b> 14:23 69:22 158:22 262:6 269:24			

<b>Hay</b> 13:22,23 76:6 <b>he'll</b> 178:16 269:15 <b>head</b> 103:13 181:19 183:20 192:4 193:13 256:24 <b>header</b> 54:24 <b>headlines</b> 239:15,16 <b>heads</b> 188:7 <b>healthy</b> 104:16 <b>hear</b> 56:13 76:23 125:8 146:21 182:6 184:13 202:15 211:1 221:20 225:11 233:14 237:17, 22 239:12 248:11 <b>heard</b> 41:25 48:20 60:2 108:7 146:24 176:18 180:16 186:16,20 193:24 208:23 209:3 211:13 216:7 270:25 <b>hearing</b> 4:12,18 8:15,20 35:2,8 49:5 57:9 67:16, 22 81:3,9 84:1 88:10 91:18 96:24 98:13,20 105:20 106:1 128:5 192:17 194:17,21 206:1 214:22 220:19 230:8,13 262:1 265:12 271:10 <b>hearings</b> 56:11 <b>hearsay</b> 203:1 <b>heart</b> 33:15 205:14 <b>hearts</b> 33:15 <b>heaven</b> 195:20 <b>heck</b> 242:24 <b>hefty</b> 226:25 <b>helped</b> 21:24 <b>helpful</b> 251:16 <b>helping</b> 30:19 <b>Herlong</b> 131:15,16 <b>hesitate</b> 18:5 <b>hey</b> 38:14 52:12 83:1 95:24 110:11 113:1 128:4,5 135:11 147:14 167:25 203:15,23 204:11,23 212:18	213:20 216:8 227:17 249:11 254:19 <b>hide</b> 200:5 <b>high</b> 9:17 59:23 79:4 109:2 110:24 111:15 122:12 <b>higher</b> 24:22,24 27:21 130:18 235:22 245:25 <b>highest</b> 24:12 104:16, 19 <b>highlight</b> 73:21 <b>highlights</b> 265:24 <b>hire</b> 73:11 147:20 174:16 244:1 <b>hired</b> 89:17 224:11 247:24 248:4 249:14 <b>hiring</b> 58:12 <b>history</b> 23:13 33:12 <b>hit</b> 79:9 109:9 177:8 256:24 <b>hitch</b> 265:23 <b>hobby</b> 190:20 <b>hold</b> 25:19 65:20 71:22 138:21 155:20 156:10 187:20 208:7,19,22 215:7 219:17 245:16,25 <b>holding</b> 29:4 <b>holds</b> 130:5 <b>hole</b> 192:25 <b>holidays</b> 72:6 <b>Hollingsworth</b> 158:14 <b>home</b> 23:18 73:17 206:5 <b>honest</b> 186:16 242:17 <b>honestly</b> 31:25 54:15 <b>honing</b> 50:19 <b>hood</b> 244:2 <b>hook</b> 85:19 <b>hope</b> 16:5 34:13,14 52:5,10 139:23 231:16 269:2 <b>horsepower</b> 122:15	<b>horsepower's</b> 122:15 <b>hospitals</b> 196:24 <b>hot</b> 45:3 <b>hour</b> 115:24 126:13 131:21,22,23 162:7,10, 12 213:21,22 214:9 215:12 220:3 <b>Hourly</b> 151:2 <b>hours</b> 19:18 134:16 174:24 175:9 186:7 213:14 216:17 <b>hours'</b> 115:7 <b>house</b> 9:6 107:17 <b>HR</b> 242:8 249:16 <b>huge</b> 10:18 11:9 82:5 222:13 <b>Hun</b> 200:2 203:20 <b>hundred</b> 11:7 98:2 129:10,11 133:15 143:16 145:17 <b>hung</b> 186:5 <b>hurt</b> 79:9 <b>husband</b> 132:8 216:15 <b>hybrid</b> 51:21 54:20 55:21 56:23 <b>hypothetical</b> 38:21 59:7 185:4 <b>hypotheticals</b> 186:3	<b>immediately</b> 271:3 <b>impact</b> 25:14 26:18 44:2 64:17 <b>impactful</b> 269:23 <b>impaired</b> 28:19 <b>impartially</b> 118:23 <b>implemented</b> 36:20 <b>implied</b> 31:8 61:19 <b>imply</b> 243:5 <b>importance</b> 42:5 43:22 51:23 <b>important</b> 13:7 26:9 27:18 47:4 72:9,13 121:12,13 182:14 195:15 218:10 233:21 242:2 <b>impressed</b> 16:24 75:25 <b>improper</b> 136:5 198:20 199:10 218:8 <b>improvement</b> 90:6 <b>improvements</b> 83:13 <b>impugning</b> 245:2,5 246:6,15 <b>in-house</b> 52:1 56:7,19 <b>in-houses</b> 227:21 <b>inappropriate</b> 250:22 251:9 <b>inartfulness</b> 130:20 <b>incident</b> 31:9 <b>include</b> 37:9 74:23,25 80:12 227:15,16 <b>included</b> 61:20 167:4 227:4 255:20 258:7 <b>including</b> 229:1 230:20 241:5,8 <b>inclusive</b> 65:15 <b>incomplete</b> 42:22 <b>increase</b> 43:25 <b>increased</b> 214:4 <b>incredible</b> 79:5 <b>incredibly</b> 121:21
<hr/> <b>I</b> <hr/>			
		<b>i.e.</b> 15:8 86:24 <b>idea</b> 15:5 82:25 93:20 266:16 <b>ideal</b> 63:11 <b>identified</b> 24:22 <b>identify</b> 72:21 252:6 <b>ill</b> 235:13 <b>illegal</b> 29:18 <b>imagine</b> 120:6 179:2 <b>immaterial</b> 26:25	

<b>incumbent</b> 236:16 245:19	<b>inspector</b> 171:2	132:10 133:2 211:19	<b>invite</b> 30:21 200:22 266:9 270:24
<b>indefinite</b> 222:11	<b>instability</b> 24:1 34:4	<b>interestingly</b> 73:9 135:22	<b>invited</b> 139:25 269:19
<b>indemnification</b> 5:8,10 7:13 262:20	<b>instance</b> 38:11 95:25 190:6 213:18	<b>interests</b> 236:2	<b>inviting</b> 269:15
<b>indemnify</b> 61:14	<b>institutional</b> 231:12,14 233:12 244:3,15 249:7 253:8 255:4	<b>interim</b> 15:3,11 16:1 20:16 57:10,12,18 58:7 60:14 68:6,12 70:15 72:12 76:25 77:1 115:16 206:23 217:15 233:7 237:12 239:21	<b>invoices</b> 234:20
<b>independence</b> 28:9,19	<b>instructed</b> 220:23 221:7	<b>interjected</b> 251:18	<b>involved</b> 33:4 74:5 109:10 122:10 125:1 132:7 135:3 144:10 218:19 250:3,5,23 254:18 255:5 256:8
<b>independently</b> 91:7	<b>instruction</b> 116:14 131:3,14,22,24 132:4 164:16 165:6 166:19 167:7 169:21 170:22 172:3,9 174:7,23 175:10 177:4 180:3,10,14 181:8 186:19 191:6 199:18 201:16 202:3,12,19 211:6,16	<b>internal</b> 25:11,16 32:4 41:1 230:14 231:9,22 233:1,19,22 235:24 237:2 242:6 243:21 244:7,13 246:19 248:22 249:1 253:6,7	<b>involvement</b> 243:16
<b>indirect</b> 178:7	<b>instructions</b> 165:4	<b>internally</b> 250:2 256:7 259:15	<b>involves</b> 132:24
<b>indirectly</b> 177:13,15	<b>instructor</b> 124:7 130:23 131:6,7,13 144:10 163:16 167:12 170:14, 18,19,24,25 171:1,16 172:2 175:3 177:17,19 183:3 221:12	<b>International</b> 100:15 268:6	<b>ironies</b> 124:18
<b>individual</b> 41:24 42:8,9 74:24 125:23 172:2 175:7 202:7 209:16 211:13 254:12	<b>instructors</b> 123:18 124:3 136:23 138:10 150:5 175:2 197:6	<b>interpretation</b> 126:9	<b>irony</b> 124:17
<b>individually</b> 129:12	<b>instrument</b> 111:18	<b>interview</b> 15:23 17:3 230:24 260:8,15	<b>issue</b> 5:15 43:22 64:21 82:6,7 88:5 116:8 121:23,25 129:23 141:14 160:3,4 184:12 185:13 211:4 247:2 254:2 255:17
<b>individuals</b> 46:5,14,18 85:25 191:12	<b>instrumental</b> 86:7	<b>interviews</b> 71:22	<b>issued</b> 24:11 33:11 71:15 218:22
<b>informal</b> 173:8	<b>insurance</b> 119:11 125:18 130:16 171:14 179:1 196:7,22	<b>introduce</b> 197:15	<b>issues</b> 18:8 100:24 103:19 104:5 128:10 233:8 269:11
<b>information</b> 32:9 39:10 40:7 46:2 91:4 115:5 123:17 137:15,19,20 140:21 141:6,13,16,17 156:2 221:8 260:2 264:3	<b>intelligence</b> 36:25 37:1,3,14 38:5	<b>introduced</b> 256:9	<b>issuing</b> 33:22
<b>informed</b> 102:20	<b>intended</b> 29:11	<b>investigat-</b> 253:6	<b>item</b> 5:22 12:22 18:23, 25 19:4,10,11 20:7,17, 20,21,25 22:11 37:24 41:12 42:9,25 43:2,3 44:18 45:9,19,23 46:8, 10,17,18,20 47:4 49:15 53:14,21 54:24 57:12 68:5,21 69:18,20 70:5 82:5 84:3 97:1 98:22 114:7 115:15 223:8 230:16
<b>infrastructure</b> 81:12 84:16 85:2,3	<b>intent</b> 71:23 148:10,13	<b>investigate</b> 235:6 246:14	<b>item-specific</b> 42:14
<b>inherent</b> 24:22 27:18	<b>intention</b> 135:21	<b>investigated</b> 233:24 247:6	<b>items</b> 4:23 5:25 7:24 12:6 13:20 19:7,25 41:13,24 45:23,25 46:10,11 50:21 53:18 54:1 62:23
<b>inherently</b> 69:6	<b>intentionally</b> 30:5 250:16 270:17	<b>investigation</b> 230:14 231:9,22 232:15 233:2, 19,22 236:13 237:2,10, 14,16 238:4 239:23 240:14 241:3,15 242:6 243:22 244:7,13 246:19 247:7 248:22 249:1 250:23 253:7 255:24 257:2,16,24	
<b>initial</b> 81:21 84:20 95:23	<b>interest</b> 21:6 151:7 226:19 234:5 236:1 259:10 260:10	<b>investigation's</b> 257:23	
<b>initially</b> 16:15 259:15	<b>interested</b> 77:6 237:17 266:24 270:25	<b>investigations</b> 232:5	
<b>initiate</b> 73:2	<b>interesting</b> 27:10 60:25	<b>investigator</b> 240:19 255:1	
<b>initiation</b> 99:25 101:10			<b>J</b>
<b>initiative</b> 18:11			
<b>input</b> 18:4 78:19 258:20 261:4,5,7			
<b>inserted</b> 54:6			<b>J-3</b> 191:9
<b>inside</b> 33:3 112:14,15 145:13 146:23 239:8			
<b>inspection</b> 123:25 133:9 171:4 210:4 268:19			
<b>inspections</b> 133:10			

<b>JACIP</b> 90:7	<b>jump</b> 203:12	<b>knowing</b> 117:18 184:1 193:6 251:10	<b>lawyers</b> 69:8 172:24 181:19 249:10
<b>Jacksonville</b> 13:24 251:12	<b>June</b> 75:12	<b>knowledge</b> 79:23 145:23 169:13	<b>lead</b> 202:9
<b>Jan</b> 18:17 45:20 74:21	<b>Justin</b> 131:8 132:13 144:12,14,16,19,23 167:17 180:16 186:17, 24 201:15 202:3,25 208:25 209:6,21 211:9 212:11 214:8 215:10,17, 18,24 216:17 218:17	<b>kudos</b> 60:19 268:10	<b>leader</b> 17:11 22:25 72:22
<b>Jane</b> 191:20		<hr/> <b>L</b> <hr/>	<b>leadership</b> 71:2 128:7
<b>January</b> 71:19 244:17 246:20 253:10,14 257:11	<b>Justin's</b> 160:13 186:18 201:14 209:11	<b>label</b> 156:4,6,9,13,21,24 157:11	<b>leaning</b> 201:22
<b>Jax</b> 260:8		<b>labeling</b> 15:25	<b>learns</b> 122:13
<b>JAXPORT</b> 17:20	<hr/> <b>K</b> <hr/>	<b>lack</b> 21:17	<b>lease</b> 101:25 102:4,9, 15,16,19 105:9,13 119:7 120:18,19,21,24 122:22 126:12 127:25 128:17, 24 129:19 130:5 134:19, 22 143:11,14 149:21,22 151:20,23 152:1,2,4,9 153:1,5,7,11,25 154:4,9, 13,17,19,24 155:3,4,6, 12,13,14 156:11 157:16, 18,21,22,23 158:1,3,4,8 162:9,12 169:3 174:8 175:14 176:12,13 177:16 184:15,16 187:24 188:1 189:25 192:1,4,9,18 198:23 200:3,7,13,16,19,20,21 203:8 206:12,24 212:3 215:2,12 216:3 219:11 222:4 260:19
<b>Jay</b> 160:23 170:11		<b>ladies</b> 173:14	<b>lease-terminating</b> 151:9,11
<b>Jeff</b> 22:24 23:12 32:11 50:7,11 124:12 126:18 195:16 196:5	<b>Katob</b> 131:5,9 144:4 163:14 202:16 211:7 216:15	<b>lady</b> 135:10 155:9 165:4	<b>leased</b> 158:8
<b>Jeffrey</b> 195:16 197:16 250:3 251:6	<b>keeping</b> 62:23 99:19	<b>Lance</b> 116:17 129:5 151:18,21 154:8,11 162:12 218:18	<b>leases</b> 127:25 129:9,19 152:12 178:4 183:4 199:5 200:25 215:13 216:5 222:5,6
<b>Jennifer</b> 45:4	<b>Kempf</b> 50:9 70:22 72:5 195:18 258:4	<b>Lances</b> 144:6	<b>leasing</b> 119:9 143:22 158:1
<b>Jennison</b> 110:12	<b>Kendall</b> 9:10 107:11	<b>landing</b> 178:18	<b>leave</b> 42:11 53:22 113:24 135:23 138:20, 24 139:4,9 234:14 239:16 269:5
<b>Jerry</b> 17:24 69:21 74:6 78:1 116:6 138:14 230:21	<b>key</b> 54:22 56:8 85:2	<b>landlord</b> 199:2	<b>leaves</b> 139:12 145:19
<b>jet</b> 144:4,5 191:13	<b>kick</b> 103:5 113:15	<b>lane</b> 84:2,4,7 98:1 99:21 214:2	<b>leaving</b> 145:8
<b>JFK</b> 268:6	<b>kidding</b> 270:16	<b>language</b> 61:13 120:16 198:16,24	<b>led</b> 17:14 23:11 134:13 252:20
<b>job</b> 14:15,17 15:9 16:24 31:19 34:5 40:2 59:8 71:1,8 72:17 73:1 77:2, 15,23 78:11,14,20 79:18 84:9 85:1 86:7 99:3,9, 14,19 103:14 114:24 124:14 179:10 207:2 217:13 225:1 234:11,12, 14 238:11 242:19	<b>kids</b> 111:17,20	<b>large</b> 26:15 32:19 104:7 269:10	<b>left</b> 74:17 119:16,17 123:19 187:10 227:8,12, 13 234:1,24 235:17
<b>jobs</b> 268:5	<b>Kim</b> 9:10 107:11	<b>larger</b> 53:18,25 75:6 78:25	
<b>John</b> 17:3	<b>kind</b> 9:9 20:15 23:9,25 26:4 28:2 31:11 33:18 36:9,13 49:2 56:2 60:5 63:10 72:7 74:3 76:2 87:2 97:20 127:6,11,14, 15 128:2 130:20 133:3 134:20 173:24 175:12, 20 178:9 179:6 180:8 188:2 190:19 193:22 196:6 197:4 199:3,15 200:2 203:9 211:23 214:15 234:15,21 247:5 252:10	<b>largest</b> 36:8	
<b>Johns</b> 3:5 12:18,19 13:24 16:12 75:14 109:3	<b>kindly</b> 97:22	<b>late</b> 115:25 126:14 140:10 264:4	
<b>joint</b> 10:10,25	<b>knees</b> 197:5	<b>law</b> 10:4 36:2,4,19 37:8 41:23 52:3,17 91:8 127:18 195:11 198:9 206:21 224:5,13 228:14 234:24 247:24 259:9 263:9	
<b>joke</b> 73:17	<b>knew</b> 15:7	<b>Lawrence</b> 161:17 166:24 170:11	
<b>judge</b> 141:7 173:6 185:2 195:5,13 199:15 201:7	<b>knock</b> 13:20 126:13 242:16	<b>laws</b> 92:10,12	
<b>judges</b> 185:7	<b>knocked</b> 259:3	<b>lawsuit</b> 260:23	
<b>judgment</b> 240:22,23 250:17		<b>lawyer</b> 68:15,25 124:13 125:15 182:16 235:21 243:13	

239:3 261:6	<b>limit</b> 153:21 213:24 225:13	<b>logical</b> 88:6,7	23 154:6,17,23 155:25
<b>left-hand</b> 134:24		<b>logically</b> 207:15	156:3,7,14,18,25 157:8, 15,18,20 158:18 159:14
<b>legal</b> 17:18 70:21 91:17 195:5,14 224:10 228:10 233:8 234:17 236:20 262:20	<b>limitations</b> 96:5,7	<b>logo</b> 267:7,12,21	161:12 162:24 163:1,11 164:23 165:25 166:4 170:1,2,4 172:12 173:6, 24 174:2,10,12,15 176:11,16,25 177:5,8 182:20 186:25 187:3,15, 19,21,24 188:5,8 189:7, 10,15,22 190:3,22 191:3,8 192:7,11,16,23 193:2,10,18 194:4,7,10, 23 195:10,13 196:13 198:23 200:25 201:10 205:19 207:20,23,25 208:5,18,20 210:17 211:18 216:4 218:6 219:1,4 220:19 221:18 222:5
<b>legitimacy</b> 242:14	<b>limited</b> 172:25	<b>logs</b> 145:6,7	
<b>legitimate</b> 38:22 181:20	<b>limiting</b> 142:1	<b>long</b> 6:4 17:23 20:24 23:12 32:13 33:9,12 59:1 101:5 119:4 127:5 136:10 139:10 176:4,13 188:9 200:4 244:9 247:13 251:19	
<b>leisure</b> 74:2	<b>limits</b> 120:22	<b>long-term</b> 72:22	
<b>lend</b> 24:13	<b>Linda</b> 70:19 72:4 79:3 115:12 153:13 156:5 264:15,16	<b>long-terms</b> 112:4	
<b>length</b> 14:22 27:13 29:21 121:13	<b>lines</b> 187:7	<b>longer</b> 32:16 34:2 40:5 43:23 62:18 158:23,24 184:23	
<b>Leniency</b> 195:7,8	<b>Liotta</b> 45:2 255:21 260:10	<b>longtime</b> 46:25	
<b>lessee</b> 184:21	<b>Liotta's</b> 45:4	<b>looked</b> 27:14 73:19 92:20 127:1 175:25 198:25	<b>Ludwig's</b> 137:13
<b>lessons</b> 131:10 159:23 203:4 209:17 216:18	<b>Lippes</b> 243:20		
<b>letter</b> 17:5 128:3,12,13 146:19,21 252:13 254:10 255:19,21 256:12,18	<b>list</b> 71:20 107:25 121:14, 21,23 122:6 124:21,23 178:6,9 182:5 204:15 240:19 256:16		<b>M</b>
<b>letters</b> 17:8	<b>listed</b> 5:25 90:9 151:13	<b>lose</b> 48:22 183:21 260:18	
<b>letting</b> 34:16 139:16 205:14 211:5 225:6 241:18 269:22	<b>listening</b> 269:8	<b>losing</b> 235:15	<b>made</b> 17:1 23:1 24:2 36:16,18 51:13 52:25 57:24 69:25 193:1 217:18 225:18 230:3 231:5,7,10 232:12,24 235:12,16,19,20,25 238:18 243:15 258:11
<b>level</b> 24:13,24 39:23 130:18	<b>lists</b> 134:24	<b>lost</b> 21:11 222:1	<b>magic</b> 117:14
<b>liability</b> 61:18 85:20 90:17 184:12 196:17,19	<b>literally</b> 38:13 52:16,18 116:21 119:6	<b>lot</b> 13:11 17:24 21:11 27:4 31:3 33:6 36:5 48:18,19 60:1,2,4,7 62:22 74:5,15 75:6 99:9 109:23 111:15 120:1 122:23 134:2 164:7 167:21 176:20 179:17 181:6 183:9 200:8 205:21 210:25 219:2 234:14 238:17 241:5 250:19 252:11 258:20 261:4,5,6 268:4,12 270:23	<b>main</b> 165:11 175:7
<b>liable</b> 92:12	<b>litigation</b> 262:21,23 263:8		<b>maintain</b> 28:10 120:13
<b>liaison</b> 57:15 78:4 262:4	<b>litmus</b> 178:7 182:10	<b>love</b> 23:13 111:24 123:7 139:14,17 230:25 231:2 233:14 238:9 249:18 252:22,25 270:9,10	<b>maintaining</b> 28:8 51:10
<b>Liam</b> 149:21	<b>live</b> 129:1 134:19 164:10	<b>loves</b> 190:18	<b>maintenance</b> 9:15 106:2,4,8,15 134:5 168:16
<b>Liam's</b> 149:14	<b>lived</b> 134:18 230:19	<b>low</b> 79:11	<b>make</b> 7:23 14:8 15:11, 20 27:24 28:8 30:14,20, 22 31:12 36:13 37:9 39:7 40:14 47:22 48:20 59:15 61:10,17 62:3 64:13,14,23 65:5 74:1 83:1,3 85:18 90:12 96:4 100:3 101:12 102:20 103:4 105:12 114:8,19 118:5,17 125:25 135:5 137:10,22 139:2,13 141:12 152:5 182:5 183:12 185:22 189:7 190:6 200:9 209:12
<b>license</b> 160:4,7,8 270:5	<b>lives</b> 187:4		
<b>licenses</b> 37:16	<b>living</b> 118:17 163:15		
<b>life</b> 23:14 121:18,20 183:22	<b>LLC</b> 129:19 130:1,2 149:5,7 155:18 192:2		
<b>lift</b> 129:8 134:6 135:25	<b>LLCS</b> 129:12,14		
<b>Light</b> 10:19	<b>local</b> 23:17		
<b>Lights</b> 10:8,22	<b>locally</b> 256:8		
<b>likes</b> 191:18	<b>location</b> 107:23 251:15		
<b>likewise</b> 41:5 75:1	<b>locks</b> 124:5		
	<b>lodged</b> 232:16,20		
	<b>log</b> 145:24		
	<b>logbook</b> 164:19,21 186:7		

216:4 218:2,11 219:7 222:2 226:20 229:7 231:17 235:25 237:19 244:12 245:22 246:15 248:5,13 251:4 258:20 259:9 262:5 264:9 265:25	47:3 67:1,8,10 73:9 76:3 77:22 78:2 110:21 111:7,9 191:20 222:20 258:18 261:2,4,11,14, 16,18	127:3 129:24 138:18 140:17 147:5 193:19 220:21,22 221:6,7 222:20 225:20 226:6 229:9,16 244:17 250:20 253:10,14 262:10,16,25 263:2,3,4,11,13 265:14 270:21 271:4,11,13	<b>Microsoft</b> 40:15,17 <b>middle</b> 225:3 <b>midway</b> 224:17 <b>migrate</b> 119:18 <b>migrates</b> 125:1 <b>mil</b> 78:23 <b>miles</b> 213:21,22 <b>military</b> 78:23 <b>mill</b> 51:25 <b>million</b> 26:15 84:21,22, 24 95:13 <b>mind</b> 7:17 25:22 48:17 79:1 142:23 176:2 189:2 217:8 243:12 266:5 <b>mindset</b> 194:14 <b>mine</b> 79:18 157:6 182:2 <b>mini</b> 123:1 124:16 <b>minimalized</b> 121:15 <b>minimis</b> 29:21 <b>minimize</b> 246:12 <b>minimum</b> 73:20 102:24 118:8,11,13,21 119:2,3, 8 120:19 125:18 178:2 196:25 270:3 <b>minute</b> 138:1 142:12 196:20 <b>minutes</b> 3:24,25 4:1,5, 6,13,18 9:1 12:7 41:9 46:16 47:8,17 49:13 50:14 51:6 52:12,15,16, 21 53:5,11,23 54:10,21 55:6 56:19 89:21 90:22 93:20,21 94:2 142:13 153:22 188:21 220:3 <b>misconduct</b> 231:10,21 236:23,24 244:14 <b>misconstrued</b> 61:4 <b>misleading</b> 215:13 <b>mismanagement</b> 21:19 <b>misreading</b> 215:12 235:9
<b>makes</b> 18:7 75:14 116:22 117:6 120:21 122:6 183:15 190:4 <b>making</b> 10:12 42:20 48:21 61:14 79:17 161:10 188:6 <b>man</b> 16:2 176:11,19 235:5 <b>manage</b> 117:9 218:4 264:22 <b>management</b> 11:1 21:11,12,18 24:25 26:23 27:20 28:25 29:9,12 31:17,24 32:6 75:18 111:16 263:24 264:7,20, 23 265:1 <b>management's</b> 29:3,8 <b>manager</b> 13:8 269:14, 17,19 <b>mandated</b> 112:14 <b>manner</b> 15:9 32:7 202:8 <b>manual</b> 36:5,7 37:2 42:2 <b>March</b> 33:23 71:22,25 72:2 76:24 78:15 128:3 130:21 147:25 148:1 152:9 205:3 214:25 218:22 221:11 <b>marching</b> 133:22 <b>Marine</b> 268:25 <b>Mario</b> 7:2 17:3,10 60:10 72:15 94:25 112:6 173:17 186:5 188:12 189:1 195:3 201:2 230:20 258:23 <b>mark</b> 192:19 <b>marked</b> 169:14 <b>market</b> 105:4 <b>Martin</b> 12:13 16:4,5,6 44:6,10,13,16,18 45:18	<b>master</b> 157:23 <b>match</b> 145:25 <b>material</b> 25:3,13 26:3,6, 8,24 <b>materials</b> 20:11,21 71:10 102:5 251:5 <b>Matt</b> 45:2 88:17 <b>matter</b> 12:9 49:2 118:23 182:19,20,21 187:3 207:4 217:12 250:3 <b>matters</b> 24:21 42:5,6 126:21 187:5 259:15 <b>Matty</b> 164:9 <b>max</b> 95:25 <b>Mccreary</b> 111:17 <b>Mckendrick</b> 11:22 12:11,14,17 13:1 <b>meaningful</b> 17:5 <b>means</b> 24:14 25:10 30:6 64:7 74:4 85:14 129:16 131:20 184:20 189:5 <b>meant</b> 182:1 190:1 196:16 217:25 <b>meantime</b> 60:21 <b>meat</b> 127:6 <b>mechanism</b> 158:6 <b>media</b> 259:24 266:10 <b>meet</b> 15:18 55:24 118:8 125:18,21 268:7 269:21 <b>meeting</b> 3:3,4 4:2,4,5 5:2,13 6:8 7:19 9:5 10:25 16:8,20,22,25 17:7 18:21 19:6 31:3 35:9,11,19,20,25 36:21 37:9 38:12 41:10 44:22 45:4,14,16 46:13 47:16 50:25 51:23 53:5 54:17 56:18 58:11 62:13 63:5, 13 68:2,17 69:19 70:22 72:2 75:12 81:20 84:9 89:21 90:22 110:18	<b>meetings</b> 10:10 43:24 44:19 47:17 50:23 51:24,25 52:6 54:22 56:8 269:16 <b>member</b> 50:1 53:6 61:1 74:6 79:13 87:23 140:25 230:19 231:14 242:20 244:16 245:13,17 252:17,21 253:9 268:15, 16 <b>members</b> 3:23 17:3,10 18:10 21:5 47:12 57:16 70:7 102:11 114:22 126:25 137:5 190:24 230:20 231:9,11 262:19 267:17 <b>memory</b> 3:11 <b>men</b> 236:16 237:5 <b>mention</b> 31:1 42:19 45:7 110:22 130:11 <b>mentioned</b> 24:1 34:4 97:7 108:19 159:19 185:17 205:7 206:9 <b>mentioning</b> 156:12 <b>message</b> 74:3 244:4 <b>messed</b> 212:10 <b>met</b> 16:25 167:21 268:7 269:20 <b>metal</b> 190:6,7 <b>metrics</b> 79:10 <b>Meyers</b> 167:13 170:8,10 <b>mic</b> 45:3 <b>Michael</b> 89:17 95:8 99:10,17 100:8,12,15 <b>Michelle</b> 18:3 89:23 195:19 231:2 242:15 258:22 <b>micromanage</b> 183:6	

<b>missed</b> 201:13 267:12	15,23 65:5,20 66:5,24		<b>no-win</b> 103:24,25
<b>missing</b> 130:8	67:15,22 70:1 73:1,6	<b>N</b>	<b>nobody's</b> 105:18
<b>mission</b> 145:9	78:8 81:2,9 83:11,17,20		<b>nonaeronautical</b>
<b>misspoke</b> 189:16	84:1 96:10,11,24 98:5,	<b>n'</b> 14:20 16:18	107:21
<b>misstatement</b> 25:3	12,20 99:23 101:10,12,	<b>nah</b> 77:6	<b>nonarbitrary</b> 185:18
31:16	17,24 105:8,12 106:1	<b>nail</b> 177:9 256:24	<b>nonaudit</b> 28:6,7
<b>misstatements</b> 26:13	114:8 125:25 219:7	<b>named</b> 167:12	<b>noncommercial</b> 117:4
<b>mistaken</b> 191:25	222:2,3,14,18,24 223:4,	<b>names</b> 195:25 247:9	120:23 180:21 184:17
227:14	19 229:7,14 230:13	<b>namesake</b> 238:13	215:9
<b>misunderstanding</b>	231:18 244:12,18	<b>narrow</b> 214:1,2	<b>noncompliance</b> 25:15
41:15	246:23 253:5 258:10,11	<b>narrowed</b> 72:8	<b>nonexistent</b> 20:20
<b>mod-</b> 30:16	261:20 262:1 263:12,17,	<b>national</b> 32:2	<b>nonhearsay</b> 209:2
<b>model</b> 30:16 51:6,22	22 264:24 265:5,12	<b>nature</b> 50:25	<b>nonpaid</b> 211:5
54:21 55:21 56:23	271:6	<b>Navajo</b> 144:7 149:11	<b>normal</b> 31:18 34:3
<b>Modern</b> 252:8 262:22	<b>motions</b> 52:18 218:11	151:21 153:6 154:1,4,	56:17 121:20
<b>moment</b> 3:11,14 18:5	<b>motive</b> 242:23	10,16 155:22 162:7,9	<b>north</b> 5:1 17:13 168:9
24:16	<b>mouse</b> 178:22	191:13	<b>Northrop</b> 11:20 119:25
<b>moment's</b> 15:19	<b>mouse-ish</b> 178:21	<b>Nay</b> 49:11 223:4	<b>nose</b> 13:14
<b>monetary</b> 226:13	<b>move</b> 4:23 19:7 22:7	<b>naysayers</b> 247:19	<b>not-to-exceed</b> 223:12,
<b>money</b> 9:18,25 16:2	23:5 25:20 49:14 56:22	<b>Nearing</b> 67:22 101:24	20
77:4 83:1 106:15	60:20 62:19 65:8,13	<b>necessarily</b> 5:9 37:18	<b>noted</b> 26:21 36:24
108:15,16,21 113:6	68:20 69:3,19 71:10	43:6 52:19 93:2 137:21	<b>notes</b> 38:12 54:16 157:6
117:11 118:17 122:24	76:23 82:8,18 98:8	225:9	<b>notice</b> 5:13 6:8 15:19
130:24 131:19 136:21	99:18 102:2 106:21,23	<b>needed</b> 24:8 74:11	71:23 123:6 125:25
143:21 188:7 190:4	135:2,4 210:22 232:17	97:18 123:2 139:4 159:9	126:3 128:22 134:3
194:18 196:7 204:22	246:22	168:2 185:18 223:1	147:3 152:9,11,15
206:4,7,8 207:5,19,24	<b>moved</b> 4:8 8:11 34:23	<b>negotiated</b> 102:10	156:15 179:6 198:17
208:2 209:3 214:7	73:3 77:13 83:14 96:13	<b>negotiations</b> 63:15	200:16,17,20 202:6,7
216:11 235:15	149:18 253:16 258:12	<b>NEPA</b> 97:3	216:14 219:20 226:12
<b>month</b> 64:8,10 66:19	263:14 265:2 271:7	<b>net</b> 26:18	263:3
103:6 187:8 225:12,16	<b>moves</b> 85:5	<b>neutral</b> 27:24	<b>noticed</b> 266:2
229:8	<b>moving</b> 24:20 27:8	<b>news</b> 9:23 10:18 236:16	<b>notices</b> 218:21
<b>month's</b> 103:6	40:12 41:9 44:9 52:6	238:4 260:8 269:8	<b>notification</b> 71:20
<b>months</b> 11:2 14:9 58:11	61:25 76:22 81:22 84:3	<b>nexus</b> 185:3 187:4	<b>notion</b> 195:20 204:3
59:5,6 93:12,16 110:3	86:8 100:4 114:6 115:15	<b>NFTPO</b> 4:24	237:6
113:19 181:5,7,9	155:8 182:12 201:24	<b>nice</b> 8:25 11:14 25:19	<b>notwithstanding</b>
183:11,12 199:22 205:4,	203:7 204:21 212:8,12	146:4 267:22	65:10
23 207:16 212:19	224:22 233:11 244:16	<b>Nick</b> 16:23 17:16 56:3	<b>November</b> 3:4 71:13,17
220:18 221:4 237:19,20	255:3	<b>night</b> 10:7,8,19,22	165:3,11 265:20
259:17	<b>muddy</b> 64:2	14:12,16	<b>nuance</b> 213:2
<b>morning</b> 41:22 61:24,	<b>multi-lift</b> 133:7	<b>no-no</b> 213:11 215:18,	<b>number</b> 22:11 35:11
25 187:11	<b>multipage</b> 259:23	19,20	49:15 57:12 69:20 70:5
<b>motion</b> 4:6 8:10 34:19,	<b>multiples</b> 155:12		81:13 84:4 97:2,8 98:23
21 35:8 44:5 47:22 48:1,	<b>multiplicative</b> 214:1		
2,4,10 49:12 52:25	<b>multitasking</b> 17:17		
54:20 57:9 62:4 64:14,	<b>musical</b> 121:7		
	<b>mutual</b> 58:17,19 252:2		

114:15 115:16 116:25 156:16 216:24,25 223:8 224:16,17 230:16 233:23 256:9,11	<b>one's</b> 128:16 133:6	255:11 267:13 268:22	<b>owe</b> 231:8
<b>numbers</b> 134:9	<b>one-minute</b> 188:19	<b>opposed</b> 4:17 8:19 35:7 49:11 57:8 67:21 81:8 83:25 96:23 98:19 101:23 105:25 223:4 230:12 261:25 263:22 265:11	<b>owned</b> 129:10,17,18 130:4 133:15 158:9 171:18
<hr/> <b>O</b> <hr/>	<b>one-sided</b> 236:23	<b>opposition</b> 14:10	<b>owner</b> 129:11 130:4,5 175:16 184:5 192:12
<b>oath</b> 138:3	<b>one-third</b> 29:24	<b>option</b> 54:20 56:3,6,20, 23 78:12 109:11 114:9	<b>ownership</b> 129:15,23 130:1 220:24
<b>objection</b> 7:2,4,5	<b>one-year</b> 15:5 105:9	<b>options</b> 21:8 51:13 93:6 113:23	<b>owns</b> 119:21 121:18,19 129:9 134:9 143:20 149:5,7 163:20 184:3
<b>obligated</b> 106:24 113:7	<b>ongoing</b> 223:9	<b>oral</b> 71:21 171:2	<hr/> <b>P</b> <hr/>
<b>obligation</b> 104:18 118:18,19	<b>open</b> 6:14 32:11 43:22 48:23 58:23 66:24 73:7 83:18 126:17 128:9 203:10 216:12 238:1 247:1 270:22	<b>oral/video</b> 44:23	<b>p.m.</b> 271:13
<b>obligations</b> 117:19 118:11 125:16 196:22	<b>open-ended</b> 199:1	<b>orange</b> 268:11	<b>packet</b> 96:12 97:8,10,11 156:2
<b>obtained</b> 15:24	<b>opened</b> 6:4 42:7,9 68:8, 10	<b>order</b> 3:3 14:2 45:3 51:10 124:11 185:21 186:12 189:1	<b>pages</b> 38:12,15 54:16
<b>obvious</b> 74:14	<b>opening</b> 5:7 10:7 16:10	<b>orderly</b> 51:9	<b>paid</b> 24:23 64:8 136:5 144:21,23 171:9 186:17, 19 199:23 203:4 208:25 209:6,22 211:9 212:19 224:9 226:5 238:19
<b>occur</b> 127:3 259:16	<b>openness</b> 128:9	<b>Orders</b> 36:18	<b>painted</b> 205:19
<b>occurred</b> 31:4,23 88:9 167:1 209:11 231:21	<b>opens</b> 132:14,15 227:17	<b>organization</b> 32:19 37:14 53:12 54:7 70:12	<b>Palatka</b> 125:9,12
<b>occurrences</b> 195:21	<b>operate</b> 117:14 174:21 175:3,18 211:24	<b>organize</b> 44:18	<b>Palm</b> 250:8
<b>occurring</b> 124:5	<b>operating</b> 116:9 118:8, 9,11,14,21 119:2,3,8 120:20 125:21 150:10, 13,16 151:4 171:13 172:5 178:12,13 183:13, 16,18 194:20	<b>organized</b> 44:13 55:8	<b>paper</b> 152:5 158:10
<b>occurs</b> 58:13	<b>operation</b> 175:2	<b>original</b> 91:19	<b>paperwork</b> 90:15 152:14
<b>October</b> 4:2,3 99:15 124:6 149:9 167:17 168:5,6 169:4	<b>operational</b> 71:3 82:19 83:8	<b>originally</b> 127:11	<b>Parcel</b> 84:15
<b>offense</b> 51:16 176:19 203:7 224:25	<b>operations</b> 22:4 24:18 26:19 74:4 75:9	<b>Orlando</b> 23:18 97:15	<b>parents</b> 238:14
<b>offer</b> 48:19 65:10 75:10, 21 142:7 151:10 174:6 177:19 181:8 186:19 211:16,20 254:17 269:20	<b>operator</b> 204:18 270:4	<b>outcome</b> 247:18	<b>parking</b> 167:21
<b>offered</b> 9:20 76:15 78:22 115:22	<b>operators</b> 120:7	<b>outlook</b> 17:24	<b>parks</b> 75:17
<b>offering</b> 75:5 209:4	<b>opinion</b> 24:11 25:7 29:2,4 30:6 92:2 180:16 185:5 199:16 251:9	<b>outfox</b> 217:4,25 218:1 222:10	<b>parliament</b> 14:3
<b>office</b> 23:18 32:2 147:6 158:20,21 178:15 196:21 250:4 251:13 259:23	<b>opinions</b> 38:4 42:1 201:3	<b>outsider's</b> 238:22 240:12 241:13	<b>parliamentary</b> 14:3
<b>officers</b> 45:7,10	<b>opportunities</b> 246:13	<b>overcame</b> 129:23	<b>part</b> 10:5 18:22 41:12 42:25 43:3,4,6 64:19 74:22 76:19 86:9 88:23 90:10 99:4,16 117:6 128:23 137:15 140:23 144:21 150:4,5 161:18, 20 172:7,9 174:19,22 175:4,10,11,13 177:2 179:9 183:3 188:1 189:10,11,13,15 190:9,
<b>official</b> 53:11	<b>opportunity</b> 41:15,25 46:1 59:8 107:2 111:25 115:9 125:6 164:11 219:4 224:22 236:8 239:12 243:2,5 244:22 246:8 252:24 253:1	<b>overpowering</b> 204:16	
<b>old/unfinished</b> 22:10 102:2		<b>override</b> 24:25	
		<b>overseeing</b> 74:6,15	
		<b>oversees</b> 17:20	
		<b>overwhelming</b> 73:14	



15 196:18 199:1 203:8 222:7 226:4 229:10 231:4 232:10,22 236:24, 25 249:7 268:3 269:17	25 <b>PDF</b> 193:4 <b>people</b> 5:14 22:3 24:5 34:4 37:16 46:3 48:18 77:15 83:3 103:15 108:20 119:12 120:17 121:22 125:17 128:6 130:22 136:12 139:16 146:22 159:7 164:7 166:19 177:20 178:9,14 179:6 181:6 192:25 194:19 195:23 196:24 202:1 203:1 204:17 205:14,21 207:1 213:20 234:6,9 238:18 239:24 240:10 241:7 242:4 247:6 249:6 251:3 253:3 254:5 258:20 260:17 261:5,6 268:4,11	<b>personally</b> 21:13 198:1 241:22 256:13 <b>personnel</b> 168:16 <b>perspective</b> 75:11,21 95:22 186:4 <b>perspectives</b> 237:17 <b>petrified</b> 260:24 <b>phase</b> 81:21 83:12 84:4, 20 96:11 99:14,24 101:10 223:21 224:23 225:6,19 226:5,7 228:3, 23 229:5,9,16 <b>phenomenal</b> 225:1 <b>Phoenix</b> 212:18 <b>phone</b> 15:17 169:23 170:5 222:22 <b>phonetic</b> 110:12 111:17 162:16 170:13 <b>photograph</b> 116:11 <b>photographs</b> 218:16 <b>phrase</b> 42:7 108:21 <b>pick</b> 37:15 180:14 224:18 225:11 <b>picked</b> 76:24 <b>picking</b> 144:18 145:9 201:17 225:2 <b>picks</b> 145:2 <b>picture</b> 129:7 151:15 <b>pictures</b> 129:4 130:10 133:7,23,25 134:2,16 135:15 <b>piece</b> 11:5 <b>piggyback</b> 94:18 100:20,23 <b>piggybacked</b> 94:11 <b>pilot</b> 46:7 159:18 163:16 <b>pilot's</b> 123:24 <b>pilots</b> 9:19 17:6 46:6 170:14 260:9 <b>pin</b> 181:19 188:3 <b>pins</b> 188:7	<b>Piper</b> 129:5 149:10 <b>pipng</b> 85:5 <b>pitch</b> 122:14 <b>Pittman</b> 13:3 14:10 21:8,13 22:14,17,19 35:15,17,22 36:23 37:21,22 39:8,17,19,22 50:4,5,13 61:5 62:7,9 63:18,21 64:13,21 65:1 66:11 68:15 69:24 70:3 74:14,17 81:16 83:9 84:6 85:15,21,24 86:14, 22 87:10,13,24 91:22 93:24 97:4,7 99:1 102:8 103:12,16,18,23 104:6 106:7 107:13,15,18 109:14,20,22 110:2,19 112:17,24 114:18 115:3 117:7,17 122:1 123:22 124:1,5,7,10,19,22 125:3 128:2 133:3,8 135:11 146:18 147:4,18 152:8,16 159:19 160:17, 24 161:1 166:10,15,18 173:22 176:7 177:24 197:9,11 198:12 199:8 203:17 205:19 206:2 233:20 238:3,17 241:4, 6,9 242:1 250:21 251:8 252:25 255:13 263:10, 25 264:3,6,13,15 265:18 266:17,20,22 267:4,6, 11,16,20 269:13 270:1, 9,12,15,17 <b>Pittman's</b> 21:15 54:1 65:8 69:8,15 117:22 124:24 134:15 178:14 179:9 <b>place</b> 29:15 36:1 39:18 74:18 107:23 119:25 122:4 194:15 206:11 210:14 <b>placing</b> 15:24 <b>plain</b> 198:16 <b>plan</b> 9:8,24 24:10 33:22 70:17 178:17 <b>plane</b> 121:19 132:18 145:8 152:6 178:16 186:18 187:9 202:8,15, 25 203:4 208:25 209:12, 16 210:5,6,7,22 211:10
<b>partial</b> 123:11 <b>participate</b> 109:5 111:6 241:9 <b>participation</b> 107:8 <b>parties</b> 27:11 58:15 196:4 198:11 <b>partner</b> 8:21,23 12:18 13:2,15,16 242:7 269:17 <b>partners</b> 107:9 109:10 <b>partnership</b> 110:23 <b>party</b> 27:14 123:7 <b>party's</b> 240:17 <b>pass</b> 43:10 55:20 240:22 250:17 268:10 <b>passed</b> 3:12 155:11 <b>Passer-</b> 85:17 <b>Passero</b> 21:21 82:11 85:25 87:20,25 88:16, 17,19 94:7 95:4,9 100:18 <b>passes</b> 19:5 <b>passing</b> 240:22 <b>passion</b> 190:19 <b>past</b> 32:18 61:16,20 62:1 70:19 80:15 82:5 86:24 99:6 120:11 206:19 207:8 234:18 241:18 247:13 269:16 <b>pat</b> 270:8 <b>pathway</b> 228:25 <b>Patty</b> 73:22 <b>pause</b> 3:16 <b>pay</b> 37:16 117:4 130:16 131:21,22 201:15 226:2 <b>paying</b> 103:17 209:18 212:11 215:17,24 228:15 <b>pays</b> 102:18 144:19 162:17 176:20 202:16,	<b>people's</b> 237:23 <b>percent</b> 98:2 129:10,11 133:15 134:18 143:16 145:17 203:24 <b>perfectly</b> 242:16 <b>perform</b> 28:6 100:21 <b>performance</b> 58:8 79:9,15 122:12 <b>performed</b> 166:21 <b>performing</b> 31:18 <b>period</b> 46:12 82:14,20 102:11,23 124:20 168:8 180:22 211:20 214:11 222:12 233:8 243:18 259:17 <b>periods</b> 211:25 221:24 <b>permanent</b> 21:6 70:17 <b>permanently</b> 239:20 <b>permission</b> 106:21 107:3 112:20 124:7 167:20 168:1 <b>permit</b> 197:4 <b>person</b> 12:7 14:7 79:5 121:18 159:17 162:1 178:5 193:3 202:3 209:18 234:19 260:9 <b>personal</b> 14:15 192:6 258:19		

213:13 215:13,18 216:6, 14,18 220:2,6,25	219:8 221:23 244:16 248:1 249:8 254:20 257:20 271:1	<b>predatory</b> 224:13	36:9 43:23 50:21 60:6 110:6 128:25 167:25 177:25 202:1 204:16,19 244:4
<b>planes</b> 129:10 130:10 135:15 144:7 151:10 161:4 180:13 186:24 190:17 204:21 209:9 210:5,12,15	<b>polyester</b> 74:2	<b>preference</b> 52:3	<b>prevailed</b> 14:12
<b>planned</b> 84:14	<b>Pond</b> 89:18	<b>preflight</b> 123:25 167:4, 7	<b>prevented</b> 31:17,22
<b>planning</b> 7:14 39:20 75:17 265:21	<b>Ponte</b> 18:18 46:24	<b>prejudice</b> 254:7	<b>preventive</b> 31:20
<b>plans</b> 72:20	<b>pornography</b> 212:25	<b>preliminary</b> 256:16	<b>previous</b> 14:13 15:12, 15 77:15 88:24 224:4
<b>plants</b> 190:5	<b>portal</b> 39:9	<b>premises</b> 120:25 121:3, 4	<b>previously</b> 14:25 36:24 218:18 226:9
<b>play</b> 30:13,17 121:7 178:22 180:11	<b>portion</b> 66:10,13 87:18 268:19	<b>preparation</b> 28:15	<b>price</b> 238:19
<b>players</b> 131:4,5	<b>portions</b> 99:20	<b>prepared</b> 20:12 53:8	<b>primarily</b> 191:18
<b>playing</b> 32:24	<b>position</b> 15:25 21:16 24:19 26:19 29:3 70:14 91:2 146:11 177:6 203:2 212:9 232:13 241:23 250:20	<b>preparing</b> 70:23	<b>primer</b> 127:18
<b>pleases</b> 62:17 64:22	<b>positions</b> 72:21 83:4	<b>prescribe</b> 175:14	<b>Primrose</b> 3:2,18,21,25 4:9,12,17,20 5:11,21,24 6:9,13,23 7:1,6,10,16,21 8:2,4,7,9,12,14,19,22,25 11:15,24 12:2,4,16,25 13:18 16:4,23 18:15 19:3,12,16,19,21,24 20:4,9,13,23 21:1,3 22:6,10 25:23 32:11 34:10,14,17,21,24 35:1, 7,10 37:23 40:1,19 41:3, 7 42:16 43:11,14 44:8, 11,14,17 45:17 46:23 47:6,10,16,19,21,24 48:2,6,9,12 49:5,11,14 50:2,6,11 51:2,5 52:24 53:3,13 54:8,12,19 55:1, 3,5,16,19 56:4,9,17,24 57:2,8,11 58:25 59:2,13, 16 60:9,23 61:9,22 62:6, 8 63:1 64:6,20 65:3,19 66:6,14,17,21,23 67:7,9, 11,21,24 68:4,10,20,24 69:5,7 70:2,4 72:25 73:4,6 76:4 77:19,25 78:3,7,14 79:21 80:3,6, 19,23 81:8,11 82:22 83:10,15,17,25 84:3 85:7,23 88:15 90:19 91:10,15,25 92:8,14,19, 21 93:7,11,22,25 94:4, 10,15,23,25 95:3 96:9, 14,16,23 97:1,6 98:4,9, 11,19,22 99:22 100:8,22 101:3,7,9,13,16,23 102:1 103:8 104:1 105:1,14,17,25 106:3
<b>pleasure</b> 34:12 239:18	<b>positive</b> 16:22 17:25	<b>present</b> 3:23 5:3 33:21 35:13 49:16 98:24 113:9 114:16 126:16 159:25 209:1 225:18 227:24 228:4 251:3 253:10 263:5	
<b>pledge</b> 3:6,8	<b>possibly</b> 15:5	<b>presentation</b> 22:9,12 23:1 31:13 76:19 102:7 106:6 116:20 127:13 137:13 227:9 229:6 244:17 245:24 246:20 266:24	
<b>plenty</b> 100:20	<b>post</b> 151:9 173:21 177:25 178:24 180:3,7 211:15 212:11	<b>presentations</b> 71:21 115:4	
<b>pocket</b> 196:8	<b>posted</b> 148:16 150:22 205:8 213:23	<b>presented</b> 12:9 31:2,4 34:22 81:17 95:24 101:11 102:12 116:8 141:1,18 155:16,25 197:21 210:1,3 229:6	
<b>point</b> 61:11 68:18 105:6 111:13 121:1 123:3 132:11 137:24 167:11 172:22 177:14 187:6 194:18 198:13,25 205:1 206:2,4 211:19 213:1 216:4 220:15 225:8 228:9,10 250:17 257:21 266:12	<b>posting</b> 130:7,8 148:16	<b>presenting</b> 115:18 267:8	
<b>points</b> 26:5 36:12 125:15 226:13 256:5	<b>postpone</b> 69:18 110:17 114:4,11 115:11 194:2	<b>presents</b> 48:17	
<b>police</b> 10:16 184:24	<b>postponed</b> 68:1,5,14, 24	<b>preserve</b> 18:9	
<b>policies</b> 120:21 197:3 206:11 233:11 235:3 239:5 244:3 257:2,25 271:2	<b>potatoes</b> 127:6	<b>preserved</b> 37:11	
<b>policy</b> 5:9,10 7:13 17:21 18:21,22,24 19:5 20:6 35:9,12,20,25 36:1,11, 14,21,22 37:9,20 39:18, 25 40:2,14,24 49:13,15 50:20 54:4,6 55:20 114:13,23 115:13 119:7 120:18 177:3 194:14,15, 16 200:24 208:6,11 212:8 217:8,9,11,14,19	<b>potential</b> 104:3,21 120:1 244:22	<b>president</b> 76:8 269:8	
	<b>potentially</b> 4:23 46:8 83:6 105:3 196:4	<b>press</b> 116:5 238:6	
	<b>power</b> 122:25 235:22	<b>pressing</b> 49:1	
	<b>Powerpoint</b> 115:20 127:13	<b>pressure</b> 99:7	
	<b>practice</b> 53:19	<b>presume</b> 137:12	
	<b>practices</b> 6:7	<b>presumed</b> 25:1	
	<b>praise</b> 243:3	<b>pretty</b> 23:7,12 33:21	
	<b>precedence</b> 185:13		
	<b>precision</b> 24:25 121:1		

107:6 108:5,13,19  
109:15,17 110:5,11,14  
111:3,8,12,22 112:1,10,  
22 113:13,17,21,24  
114:3,6,10,14 115:2,11,  
15 116:2 126:15 137:3  
138:5,13,20,23 139:3,7,  
12,18,20 140:2,4,18  
141:19,21 142:4,10,17,  
19,23 143:4 149:25  
153:16,19,21 155:20,23,  
25 156:4,8,17,21 157:2,  
5,10,16 159:13 161:7,  
10,14 162:4,22,25  
163:2,9 165:19,21,23  
166:1,5,9,11 170:1  
172:13,15,17,21 173:7,  
9,14,17,20,23 174:3,14  
176:10,15,24 177:1,7,10  
178:19 179:12,16,24  
180:1,5,23 181:2,14,16,  
23 182:6,9,18 183:7  
184:7,11 185:16,21  
186:22 187:1,5,16,20,23  
188:4,6,10,12,17,20,24  
189:6,9,14,18 191:21  
193:12 195:3,7 197:10,  
17,20,23 200:22 201:1,5  
208:7,10,13,19,22  
209:25 210:19,23 211:1  
212:21 213:3,13 214:20  
215:3,7,15,22 218:9,20,  
24 219:3,5,13,15,17,19,  
21,23 220:11,15 221:17,  
20 222:6,16,18,21  
223:4,7,25 224:15  
225:14,17,23 226:16,23  
227:19,22 228:22 229:4,  
12,18,21,23 230:2,6,12,  
15 235:8,11 237:24  
238:16 241:16 243:9,25  
245:1,4,10,12,16,22  
246:4,17 247:15,18,23  
248:9,11,15,19,25  
249:25 250:25 251:12  
252:12,16,20,23 253:2,  
14,17,19,24 254:4,6,9,  
12,15,17,23 255:15  
256:1 257:6,9,12,16  
258:2,6,8,10,14,16  
260:25 261:3,10,12,15,  
17,19,25 262:3,8,11  
263:12,15,17,22 264:2,  
5,10,14,16 265:5,11,14,  
25 266:7,18 267:10,15,  
19,23 268:1,14,16

270:18,20 271:8,10  
**prior** 5:23 28:21 35:25  
90:23 94:7 100:23  
116:20 137:20 140:20  
213:7 255:20  
**private** 40:5 119:15  
120:12 125:22 176:2  
180:21 181:11 203:4  
216:18  
**privilege** 118:15,16  
**privy** 53:24 89:14 227:6  
**problem** 8:6 77:24 99:6  
113:5 128:5 178:15  
212:21 216:23 239:10  
**problems** 8:4 100:3  
**procedural** 140:12,19  
**procedure** 54:4  
**procedures** 14:3 24:24  
49:13 89:12  
**proceed** 98:6  
**proceeding** 83:11  
**proceedings** 3:16  
**process** 48:21 71:11  
72:7,19 73:2 84:19 86:9,  
10 87:2,15 88:2 90:24  
92:4 100:18 103:3  
104:12 141:25  
**procured** 92:24  
**procurement** 86:11  
87:17 88:2,9 91:8 92:10,  
12 93:13,14 110:20  
**produce** 198:9  
**produced** 214:12  
**professional** 17:21  
44:25 58:5  
**professionally** 14:4  
117:22  
**profile** 117:10 120:14  
**program** 9:15 90:6  
106:5,9,22 121:10  
139:25  
**progress** 10:12 72:22  
**progressing** 85:6

**prohibit** 175:14 177:3  
**prohibited** 175:23  
**prohibition** 122:3  
**project** 81:19,22,25  
82:15 84:16,21,24 86:7  
87:18 88:2,4 89:2,7 90:8  
97:24 99:12,18 111:2  
**projects** 84:14 86:3,24  
88:24,25 90:7  
**prominent** 3:13 17:6  
**prompt** 38:6  
**prompting** 47:13  
**pronunciation** 21:4  
**proof** 124:11 218:2,4  
222:13 259:19  
**propeller** 122:14  
**proper** 38:25 86:11  
87:17 90:16 228:13  
**properly** 66:24 67:15  
73:7 81:2 83:18 87:8  
89:11 90:3 98:12 101:17  
188:15 222:19,24  
263:17 265:6  
**property** 75:16  
**proportional** 124:25  
**proposal** 7:23 35:23  
70:24 71:18  
**propose** 178:4  
**proposed** 69:11 73:13  
257:2  
**proposition** 196:3  
**propound** 240:15  
**prorated** 65:17  
**protect** 125:16  
**protected** 248:14  
**protects** 243:24 247:6,8  
**protest** 92:15,23  
**protocol** 44:20  
**prototypical** 180:21  
182:1  
**proud** 268:23

**provable** 199:13  
**prove** 18:1  
**provide** 18:3 55:9  
106:16 110:20 129:25  
153:23 159:9 164:19  
174:11 220:23 221:8  
223:13 231:25 233:10  
236:20 244:14 248:4  
249:7 253:8 262:19  
**provided** 4:7 27:2  
57:23 70:16 96:12 97:23  
102:5 136:7 154:2,24  
158:5 173:1 190:11  
193:20,21 194:5 260:2  
**providing** 226:22  
**provision** 45:11 122:22  
126:11 128:23 200:16  
**provisions** 57:21  
**prudence** 22:5  
**prudent** 102:17 214:21  
221:25 224:19 239:24  
**PTGA** 83:13  
**PTSD** 206:18 248:17  
**public** 5:12 6:5 12:1,3,5  
13:21 15:16 17:19,21  
18:23 19:5 20:6 36:13,  
18 37:6,10 38:2,7,10,13,  
16,18,25 41:10,12,13,19  
42:10,14 43:1,6,20,25  
44:6 45:13,24 46:9,11,  
12,14,17,23 47:13,21  
48:16 50:24 51:3,7  
52:17 57:3 58:23 62:4,6  
66:25 67:14 68:8,13,17  
70:25 73:7 77:19 79:2  
81:2 83:18 88:1,21  
92:10,12 96:16 97:5  
98:12 101:17 105:17  
113:4 116:22 117:10,15,  
24 120:13,14 162:9,11  
174:9,17 182:23 229:24  
230:9 231:8 232:11  
237:18 238:2 258:16  
261:19 263:18 265:6  
270:22  
**publication** 78:11  
**publicly** 266:2  
**publish** 118:13,21  
119:2,8

<b>published</b> 122:1 263:8	<b>qualities</b> 71:3 128:7		243:6 246:12 259:1
<b>pull</b> 6:6,10 27:6 41:21 91:3,5,23 92:4 134:16 251:5	<b>quasi-judicial</b> 137:8 172:23 185:5 259:14	<b>R</b>	<b>reasonable</b> 199:13 218:4
<b>pulled</b> 35:22 50:4 205:14	<b>question</b> 32:25 38:6 39:1 41:21 62:25 64:7 86:16,23 90:9 95:15,23 100:1 109:18 127:11,24 130:3 134:4 140:12,19, 22 141:25 144:1 150:1 173:24 174:4,11 175:13 179:20 182:14 184:13 186:11 188:13 189:20 193:7 195:16 197:22 210:16 211:8 212:16 215:22 218:10 223:22 225:7 242:5,25 250:9,12 260:6	<b>raise</b> 163:4 166:12	<b>reasons</b> 233:23
<b>pulls</b> 132:15		<b>raised</b> 231:25 253:8	<b>reassuring</b> 251:24 252:1
<b>pun</b> 29:11		<b>raising</b> 142:24	<b>rebuttal</b> 255:16
<b>purchased</b> 149:5,7		<b>rallied</b> 24:7 27:7 29:13	<b>REC</b> 17:3
<b>pure</b> 122:24		<b>ran</b> 22:2	<b>recall</b> 6:11
<b>purely</b> 229:4		<b>random</b> 204:7,20 214:10,12	<b>recap</b> 84:21
<b>purport</b> 162:6		<b>rapidly</b> 115:25	<b>received</b> 57:17 71:7 143:22 147:3 166:18 169:20
<b>purpose</b> 82:4 129:14 181:21 198:21 199:10 201:18,21 218:7 264:20		<b>rate</b> 64:9	<b>receiving</b> 166:19
<b>purposely</b> 200:5	<b>questioning</b> 89:10	<b>rates</b> 150:23 151:2 250:14	<b>recently</b> 9:5 22:21 35:21 44:24 123:10 259:8
<b>purposes</b> 119:19 126:8 141:17 184:16	<b>questions</b> 4:4 18:6 23:6 30:25 32:9,12 33:6 34:10 37:20,23 43:8,18 58:24 69:11 71:16,17 72:15,16 76:21 82:22 85:7,10 89:10 93:4 98:4 99:22 103:9 112:2 126:13,17 136:23,24 140:21 141:10 161:8 162:21 164:23 165:19, 24 169:25 172:12,24 173:5,6,11,18 179:13 183:10 187:2 189:2,4,22 195:2 197:24 201:2 234:15 240:15,20 241:23,25 251:4 253:4 254:23 256:16 270:19	<b>ratify</b> 91:3 92:5	<b>recess</b> 93:19,23,25 94:3,5 183:8 188:14,18, 23
<b>pursuant</b> 263:1		<b>rating</b> 171:16	<b>recognized</b> 51:8
<b>push</b> 5:3 85:19		<b>rationale</b> 216:22	<b>recommend</b> 39:2 269:9
<b>pushed</b> 5:8		<b>re-</b> 9:9 82:17	<b>recommendation</b> 17:5,8 39:11,24 51:14 63:19 107:6 108:10 114:19 231:18 264:21
<b>pushing</b> 79:8,13		<b>re-add</b> 264:24	<b>recommendations</b> 16:17 30:22 225:21 232:2 237:3 244:15 253:9 254:24 255:3
<b>put</b> 4:25 19:25 29:18 38:7,9 80:23 96:5 106:19 112:20,24 127:12 129:14 133:3 151:9 153:9 154:18 155:5,6 173:21 176:2 178:24 213:20,23 214:2 222:12 228:2 229:8 232:13 240:4,5 250:19	<b>quick</b> 6:11 33:21 58:24 70:9 93:19 106:6 110:20 138:14 162:24 173:21, 23 183:10 188:14 233:9 268:24	<b>re-ratify</b> 91:19	<b>recommended</b> 114:25
<b>puts</b> 132:16,20 234:15		<b>reach</b> 22:3	<b>recommending</b> 248:1
<b>putting</b> 43:20 145:18 202:6		<b>reached</b> 65:18 90:22 147:5,6	<b>record</b> 37:6,11 38:2,7, 10,13,16,18,25 39:4 43:1,7 47:14 52:17 56:14 64:3 79:3 94:21 100:11 101:1 112:24 137:11,16,19 140:23 141:15 143:7 145:15,16 154:18 155:21 158:12 163:13 176:6 181:3 189:17 192:21 194:25 219:23 220:23
	<b>quicker</b> 19:8	<b>reaching</b> 21:25	<b>record's</b> 155:15
<b>Q</b>	<b>quickly</b> 23:5,7,8 31:25 111:14 118:5	<b>read</b> 55:13 61:15 74:10 179:7 268:8	<b>recording</b> 43:16
<b>quabble</b> 76:11	<b>quietly</b> 238:9	<b>read-ahead</b> 70:8	
<b>qualifications</b> 74:9 79:14	<b>quorum</b> 3:23 6:4 23:2 138:15,18 139:7,8	<b>readily</b> 110:23	
<b>qualified</b> 127:2	<b>quote</b> 160:7	<b>reading</b> 38:15 108:9	
<b>qualifies</b> 204:1		<b>ready</b> 30:15,23 33:19 204:11 253:20	
<b>qualify</b> 211:6		<b>real</b> 15:6 16:3 23:5 69:15 111:14 116:14 138:14 162:24 173:21 175:8 179:10 183:10 210:16 241:23 242:22, 23 268:24	
		<b>realignment</b> 84:11	
		<b>reason</b> 10:4 15:6 23:6 54:13 58:18 77:11 84:25 87:1 89:2 128:19,20 134:5 146:6,13 196:23 199:11,13 237:4 242:24	

<b>records</b> 27:1 32:15 36:20 39:6,13 45:13 51:22 88:1 91:23 92:4 259:13	183:2	<b>removing</b> 66:9,12 264:25	137:16 159:6 193:19 223:11 225:17 226:8 236:10 239:17,22 256:6 262:10,12,15,19,25
<b>recreation</b> 75:18	<b>regulated</b> 174:22,24	<b>rent</b> 102:18 103:17 106:19 130:25 136:3,5 151:5,10 202:16 203:4	<b>requested</b> 7:8 35:17 88:24 259:19
<b>RECROSS</b> 161:15	<b>regulation</b> 175:8,24	<b>rental</b> 116:12 119:9 130:24 136:1 150:23 151:2,25 155:17 162:3,6 169:14 178:1,2 180:5,9 211:16	<b>requests</b> 45:13
<b>recruitment</b> 71:11	<b>regulations</b> 17:20 25:13 175:4,25 182:22 189:12	<b>renting</b> 143:22	<b>require</b> 53:14
<b>recur</b> 25:4	<b>regulatory</b> 17:22	<b>reoccur</b> 26:6	<b>required</b> 26:12 27:9 28:22 29:16,23 43:14 119:13 121:11 262:14
<b>recuse</b> 260:11	<b>Reid</b> 112:11	<b>Rep</b> 9:10	<b>requirement</b> 41:24 42:9 175:9
<b>red</b> 119:23 199:9	<b>reimbursement</b> 58:9 66:13	<b>repeatedly</b> 234:19	<b>requirements</b> 67:4 75:3 108:2 117:19,24 119:11 120:14 130:16 175:6
<b>redact</b> 7:8	<b>reimbursements</b> 65:16 90:16	<b>replace</b> 15:8 77:17 82:17 240:2	<b>requires</b> 115:7 118:13 120:24 185:25
<b>redirect</b> 153:19 154:22 161:8 163:10 165:23	<b>reinforce</b> 36:16 41:14	<b>report</b> 5:17 25:17 26:4, 9,11,12 27:22 31:6 33:11 118:8 223:18 228:23 267:1 268:9	<b>research</b> 33:2 201:4
<b>redline</b> 43:18 249:12	<b>rejected</b> 9:25	<b>reported</b> 26:2 31:9 32:4	<b>resent</b> 260:5
<b>redlined</b> 257:19	<b>related</b> 25:3 27:11,14 32:5 105:11 231:13	<b>reporter</b> 43:15 51:17,19 54:22 56:8,11 155:16 260:1,13,20 263:5,6	<b>reserve</b> 153:12
<b>redlines</b> 42:21	<b>relates</b> 89:2 186:2	<b>reporters</b> 238:5	<b>residence</b> 199:2
<b>redo</b> 93:7	<b>relation</b> 30:6,7 31:21 247:20	<b>reporting</b> 25:16 30:15 44:20	<b>resident</b> 12:18
<b>redraft</b> 36:9	<b>relationship</b> 238:21 241:12 248:23	<b>reports</b> 166:18 241:20 265:13,16 267:24	<b>resign</b> 258:24
<b>redrafted</b> 36:2	<b>relationships</b> 242:9	<b>represent</b> 6:17 7:7 129:13	<b>resignation</b> 252:13 254:10 255:19 256:18
<b>reduce</b> 64:15,23 65:14 68:11	<b>relative</b> 20:5	<b>representative</b> 7:3 22:13 105:19	<b>resolution</b> 53:8,9,15, 20,21 54:3 81:18
<b>reducing</b> 75:24	<b>release</b> 71:12 259:24	<b>represented</b> 124:12	<b>resources</b> 124:16 125:7,14 181:25 217:1 225:4
<b>reduction</b> 67:13	<b>relegated</b> 114:25	<b>representing</b> 236:1	<b>respectfully</b> 3:10 239:22
<b>redundant</b> 23:4	<b>relevant</b> 17:9 74:11	<b>reps</b> 9:6	<b>respond</b> 240:15,16,17 260:14 261:8
<b>reenters</b> 51:4	<b>reliable</b> 44:21	<b>republican</b> 17:2	<b>response</b> 71:17 242:22
<b>reference</b> 122:10 189:12	<b>relish</b> 252:25	<b>reput-</b> 92:25	<b>responsibility</b> 29:25 30:2
<b>referenced</b> 95:14 156:11 174:1	<b>rely</b> 24:17	<b>reputation</b> 92:25 235:7 240:12 261:9,13	<b>responsible</b> 24:3 51:10 74:1 92:11 117:18 196:4
<b>referred</b> 36:4 151:21 235:24	<b>remain</b> 241:8 244:9	<b>request</b> 3:10 35:18 37:25 38:1 39:6 45:15, 16 51:5 58:3 70:23 74:22 125:24 136:17	<b>rest</b> 19:1 35:16 177:22 185:23 263:11
<b>referring</b> 88:21	<b>remaining</b> 76:13 224:1		
<b>refers</b> 95:11	<b>remains</b> 65:11 246:21		
<b>reflect</b> 8:1 24:18 36:6 46:3 88:1	<b>remarkable</b> 18:9 268:8		
<b>reflects</b> 71:2	<b>remedy</b> 205:3		
<b>regard</b> 28:10 29:9 30:2	<b>remember</b> 89:24 119:4 251:21		
<b>regular</b> 227:1	<b>remembers</b> 89:24		
<b>regularity</b> 231:3	<b>reminder</b> 263:6		
<b>regulate</b> 132:23 181:10	<b>remove</b> 15:3,10 242:10 264:22 265:2		

<b>restrictions</b> 111:9	<b>ribbon</b> 265:22 266:1,9 267:18	258:1,5,7,9 268:2	<b>salaries</b> 75:5
<b>resubmitted</b> 10:1	<b>rid</b> 77:1	<b>Roberts'</b> 127:17 137:12	<b>salary</b> 58:2,4 59:12,21 60:19 61:2 62:11,16,23, 24 64:9,15,16,23 65:5,9, 14,24,25 67:11,13 68:11 70:1 75:24 78:25 79:4, 14 163:25
<b>result</b> 16:11 24:8 28:14 31:15 193:18 196:9 202:14 221:6,7 262:21	<b>ride</b> 123:25 124:9 160:1 167:1 177:17,18	<b>role</b> 233:2 237:15 243:8 244:24 264:19,23	<b>sand</b> 182:14
<b>results</b> 23:24 24:18 229:16 230:4	<b>rides</b> 166:21 170:10 177:20	<b>roll</b> 3:20,21	<b>Santa</b> 112:11
<b>resume</b> 21:15,22	<b>rightful</b> 210:14	<b>rollout</b> 267:22	<b>Santiago</b> 70:19 140:7 169:18 266:5
<b>resumes</b> 127:1	<b>righty</b> 9:2	<b>rolls</b> 109:24	<b>sat</b> 25:22 205:23
<b>retain</b> 55:22 60:14,21 141:14 178:3	<b>Ring</b> 133:24 145:25 156:9	<b>Romeo</b> 165:3,11	<b>satisfied</b> 123:3,4
<b>retained</b> 178:4	<b>risk</b> 24:22 25:1 30:12 96:6,8 104:2 111:16 182:24	<b>room</b> 49:23 51:4 104:23 161:18,21 234:15 247:12 251:7,8	<b>satisfy</b> 193:22
<b>retaliating</b> 217:3	<b>rivets</b> 111:21	<b>root</b> 239:10	<b>Saturday</b> 3:13 10:7
<b>retaliation</b> 198:18	<b>Rivkin</b> 101:25 102:4,9, 14,22 104:24 105:9,18	<b>round</b> 142:6,7,14,15	<b>save</b> 16:1 83:3
<b>retrospect</b> 234:25	<b>road</b> 13:24 22:4 84:11 88:11 113:15 214:1	<b>routine</b> 42:4 53:5	<b>scenario</b> 181:21
<b>return</b> 94:5	<b>roadway</b> 88:25 89:6	<b>Routinely</b> 256:5	<b>schedule</b> 30:3 263:10
<b>returning</b> 145:10	<b>Robert's</b> 14:2 36:17	<b>row</b> 133:17,20 170:20 265:15	<b>scheduled</b> 14:24
<b>returns</b> 130:1 144:19 145:3	<b>Roberts</b> 87:5 91:22 104:15 115:17,19 116:4, 7 125:4 127:23 128:18 129:3,25 130:17 132:10 141:2,4 149:2,4 150:3 153:18 154:1,4,9 155:15,24 158:14,16 159:15,19 161:9,14,16 162:5,20 165:1,18,20,22 166:5,7,10,17 169:24 172:14,16,19 173:3,8 174:10 177:11,12 178:20 179:19 180:4,19 181:1,13,15,17,24 182:8,17 184:25 185:20 186:21 187:17 191:2,7 194:24 195:11,24 196:11,14,17 198:15,20 209:1 213:5 218:13,16, 21 219:11,14,18,20,21, 22 220:24 221:8 232:23 233:23 234:6,8,24 235:12 238:16,17 241:20 245:7 246:21 250:22 251:7,23 252:1, 15,19,22,24 253:11,18, 25 254:5,8,11,14,16,22 255:7,9 256:4,18,20,24	<b>rubric</b> 79:25 80:7	<b>schedules</b> 28:11
<b>reveal</b> 260:3		<b>rubrics</b> 80:12,15	<b>Schilling</b> 100:12,14 101:8
<b>revealed</b> 257:17		<b>rule</b> 116:25 117:3 119:14 179:10	<b>Schilling's</b> 89:18
<b>reverts</b> 172:23		<b>rules</b> 14:2 36:17 116:24 118:19 125:23 131:16 174:21 175:25	<b>school</b> 9:17 106:14,15 109:2,3 110:24 116:9 123:15 130:13,14,18,25 131:24 135:9,20 148:11, 14,21 151:17 171:11,22 172:1 175:18 184:2 189:13 196:10,11,13,16 221:10
<b>review</b> 4:1 16:21 20:15 37:4 42:21 47:23 57:21 58:21 62:14 63:22 68:15 69:16 71:8 79:20 141:8, 13,15 204:4 223:9,13,21 224:2,23 225:6 226:7 227:14 228:3 232:8 264:18		<b>run</b> 21:20 51:25 109:8 127:4 130:14 148:10,13 196:24	<b>schools</b> 118:7 123:19 125:19,20 130:15 174:16,17,20 179:2 191:6 195:22,23 196:20
<b>reviewing</b> 25:15 172:25		<b>running</b> 127:2 134:12	<b>scope</b> 252:4,13 253:25 254:1 256:11
<b>revised</b> 71:8		<b>runway</b> 73:20	<b>score</b> 79:24 80:25
<b>revisit</b> 9:9 63:9 217:9,11		<b>rush</b> 115:8	<b>scores</b> 80:9
<b>reworded</b> 246:7		<hr/> <b>S</b> <hr/>	<b>scoring</b> 79:19,25 80:7, 12,14
<b>RFP</b> 70:12,24 71:7,15 240:4		<b>SAAPA</b> 11:18 219:25 269:20 270:24	<b>scratched</b> 230:21
<b>RFP/RFQ</b> 88:5		<b>Sacha</b> 16:6 76:6	<b>screens</b> 106:17
<b>RFQ</b> 71:13 73:1 74:4,23 78:11 80:8,12 89:16 90:4,14,21 91:3 94:12, 18 100:23 102:13 103:1 104:11		<b>sacrifices</b> 238:18	
		<b>safe</b> 95:7	
		<b>safely</b> 96:4	
		<b>safety</b> 213:18	
		<b>salaried</b> 163:24	

<b>screwed</b> 216:11	<b>sends</b> 240:9	<b>shaking</b> 193:12	<b>signed</b> 53:9 81:18 88:24 89:1 91:15 154:11 155:10 206:12 215:2
<b>scroll</b> 49:19	<b>senior</b> 23:15 263:24 264:6,20,22,23,25	<b>share</b> 9:4 84:22 115:5 127:23	<b>significance</b> 26:8
<b>search</b> 12:23 13:3,12 16:2 60:15 67:5,23 69:1, 21 70:6,9,11,12,13,24 72:11,12 73:2,13 77:7, 16 78:21 232:19 240:2	<b>sense</b> 39:7 58:19 183:15 231:2	<b>shared</b> 239:9	<b>significant</b> 18:1 24:21 25:1 26:7 27:16,17,21 29:10 30:12 62:19 64:16,17 73:12 268:3
<b>searchable</b> 37:19	<b>sensitive</b> 40:7	<b>sheet</b> 127:12,14,21 143:19 144:13 157:1,2,5 190:23	<b>significantly</b> 26:20
<b>searched</b> 39:7	<b>separate</b> 47:11 80:8 157:7 207:13 233:18 242:3,4	<b>Sheriff's</b> 10:15 75:16	<b>signing</b> 94:19 202:2
<b>searching</b> 16:1 55:11 205:20	<b>separated</b> 133:19	<b>shirt</b> 128:21	<b>silence</b> 3:11
<b>seconded</b> 66:24 67:15 73:7 81:2 83:18 98:12 101:17 222:19,25 263:18 265:6	<b>separately</b> 67:5 232:22	<b>shirts</b> 268:11	<b>similar</b> 75:5,9,23 78:21, 24 100:1 128:17 205:24
<b>seconds</b> 52:18	<b>September</b> 45:1 99:13 168:20 169:9 218:17	<b>short</b> 15:4 71:19 102:6 269:13,23	<b>simple</b> 28:12 144:8
<b>Secretary</b> 53:10	<b>September/october</b> 123:16	<b>shot</b> 16:3	<b>simplified</b> 54:10
<b>secrets</b> 40:6 41:5	<b>series</b> 222:14	<b>show</b> 9:19 116:1 133:7, 24 134:17 145:6,8,18 155:11 169:15 202:22 234:19	<b>simply</b> 30:9 133:1
<b>Sections</b> 263:1	<b>serve</b> 79:19 239:17 240:11 242:21	<b>showed</b> 74:2 77:5 129:3 146:1 151:15 153:2 209:15 210:13 218:16 240:4	<b>sincerely</b> 52:5 242:9
<b>sector</b> 70:25	<b>serves</b> 237:15	<b>showing</b> 5:20 136:1,2	<b>single</b> 51:19 53:13 89:14 129:14 168:9,22
<b>secure</b> 108:11	<b>service</b> 11:6 15:22 17:19 23:11,21 28:7 52:2 139:22 237:21 249:20 264:20	<b>shows</b> 59:25 116:12 180:8	<b>Singletary</b> 88:17,20 95:8,18,21
<b>seek</b> 61:6 74:25 82:21	<b>services</b> 28:6 89:9 90:4 236:12 244:9 247:25 248:4 253:11	<b>shuffling</b> 218:3,7	<b>sir</b> 22:19 39:16 81:16 94:9 110:10 114:5 140:14 142:22,24 143:21 147:24 150:11 151:5 157:21 159:1 166:2 171:15 197:10
<b>seeking</b> 4:21 71:4	<b>session</b> 39:20 43:12 51:25 263:4	<b>shut</b> 33:19 221:10	<b>sit</b> 23:18 34:16 45:5 88:8 148:7 239:25 241:22 242:24 250:20
<b>sees</b> 270:21	<b>set</b> 24:13 50:25 117:6 168:9,10 192:7 207:8 225:13 252:5 263:2 265:19	<b>sick</b> 266:4 269:10	<b>sites</b> 204:21
<b>select</b> 59:8	<b>sets</b> 83:2	<b>side</b> 84:12,15 85:6 96:25 97:19 99:4,5 104:2 119:25 120:2 162:14 192:3 203:22,23 232:12,14	<b>sits</b> 48:5 248:24
<b>selected</b> 100:17	<b>setting</b> 86:10 137:7 141:7 269:21	<b>sides</b> 232:8	<b>sitting</b> 76:8 135:25 169:22 170:19 187:14 199:14 217:17 251:7,8
<b>selecting</b> 73:2	<b>seven-</b> 214:11	<b>sightsee</b> 165:9	<b>situation</b> 21:23 103:25 129:15 146:16 258:21
<b>selection</b> 79:20	<b>severe</b> 26:4	<b>sightseeing</b> 125:13	<b>six-month</b> 59:2 214:10
<b>self-contained</b> 37:17	<b>sewer</b> 85:4	<b>sign</b> 63:8 69:9 86:18 88:12 91:12 92:6 94:24 109:12 117:17,21 128:25 186:7 199:3 202:4 213:20	<b>size</b> 75:1,9 78:21
<b>self-serve</b> 81:10 82:6, 21	<b>shackled</b> 15:2	<b>signal</b> 240:10	<b>skepticism</b> 27:22
<b>self-service</b> 81:14	<b>shade</b> 262:10,16,25 263:2,4,13	<b>signature</b> 73:22 191:9	<b>skills</b> 79:23
<b>sell</b> 190:8	<b>shadow</b> 205:11		<b>skin</b> 234:22
<b>seminars</b> 30:22	<b>shake</b> 245:19,23		<b>skip</b> 118:25 119:1 121:6
<b>Semper</b> 269:1			
<b>Senate</b> 10:4			
<b>senator</b> 9:6			
<b>send</b> 77:23,25 117:11 152:8 156:15			
<b>sending</b> 244:4			

<b>skipped</b> 28:2 264:18	<b>sources</b> 260:3	160:23 161:2,5 164:8	<b>stated</b> 224:11 246:8
<b>slam</b> 199:16	<b>south</b> 99:5,7 143:9	171:21 205:8 206:6	<b>statement</b> 26:2 27:23
<b>slap</b> 221:25	168:10	245:24	30:10 194:24 225:15
<b>slate</b> 233:11	<b>space</b> 48:19 196:21	<b>stability</b> 13:6 15:21,24	246:15 255:12,13
<b>slide</b> 23:10 26:22 27:8	<b>spare</b> 61:2 64:11	61:7 70:16 76:22 103:20	<b>statements</b> 24:12,14,
116:1	<b>speak</b> 18:25 19:4,11	<b>stabilization</b> 60:11	17 25:7,14 26:22 27:3,
<b>slides</b> 28:3 116:2	20:18,24 46:4,18 51:8	<b>stable</b> 104:24	19 28:16 30:1,8 31:16
234:13	68:3 79:25 149:21	<b>staff</b> 5:17 21:14 22:1	232:8
<b>slightly</b> 26:7	<b>SPEAKER</b> 149:24	39:15 47:11 71:12 74:4	<b>states</b> 86:4 117:20
<b>slow</b> 110:8	<b>speaking</b> 6:7 49:13	82:8 108:9 111:10	<b>statewide</b> 100:2
<b>small</b> 33:7 46:11 58:5	50:17 207:11,15	192:20 207:1 217:2	<b>status</b> 252:21 269:12
<b>smaller</b> 26:20	<b>speaks</b> 25:5	265:13,15 267:24	<b>statute</b> 95:10 137:9
<b>smartest</b> 225:4	<b>special</b> 118:6 191:9	268:22	262:15
<b>smoothly</b> 22:2 127:4	246:1	<b>Staff's</b> 51:14	<b>statutes</b> 25:12 128:24
<b>SMS</b> 265:2	<b>specialists</b> 250:7	<b>stage</b> 201:6	<b>statutorily</b> 117:23
<b>sneak</b> 200:5	<b>specific</b> 13:20 36:6	<b>stagnant</b> 121:21 122:7	<b>statutory</b> 119:11
<b>sneaking</b> 136:4 200:10	37:2 41:13,25 42:5	<b>stakeholder</b> 16:7	<b>stay</b> 59:9 102:22 243:18
<b>so-called</b> 221:10	46:17,18 50:22 89:6	<b>stakeholders</b> 24:16	<b>staying</b> 226:20
259:20,21	104:10 151:2 185:1	<b>stand</b> 40:24 44:12,14	<b>steel</b> 136:7 190:4,5,12,
<b>socks</b> 259:4	194:8 252:5	258:1	15
<b>soft</b> 178:18	<b>specifically</b> 10:22 36:3	<b>stand-alone</b> 40:24	<b>steering</b> 16:11
<b>sold</b> 48:25	90:9 252:9	<b>standard</b> 82:18 126:4,6	<b>stemming</b> 262:21
<b>solicit</b> 153:12	<b>spectrum</b> 203:20	130:18 158:1 183:4	<b>stenographer</b> 50:16
<b>solicitation</b> 89:15	204:2,10	245:25 268:6	<b>step</b> 18:11 84:19 222:23
91:19	<b>speed</b> 30:14,21 213:23	<b>standards</b> 25:6,9 33:13	233:7 238:23,25 239:1,
<b>solid</b> 126:10	249:4	119:3,4,8 120:20	2,19,20,21 241:1 243:7
<b>some-odd</b> 228:16	<b>spend</b> 66:1 77:9 109:25	125:18,21 196:25	245:14 246:14
<b>somebody's</b> 240:11	122:23 217:1	<b>standing</b> 14:7	<b>stepped</b> 97:22
<b>son's</b> 140:4	<b>spending</b> 226:14	<b>standpoint</b> 113:9 237:7	<b>stepping</b> 243:11
<b>son-in-law</b> 159:23	<b>spent</b> 9:24 77:4,7 256:5	<b>stands</b> 42:24	<b>steps</b> 72:18 113:3
<b>sooner</b> 58:13	<b>spoke</b> 15:16 68:7 76:5	<b>start</b> 3:6,21 23:25 24:20	227:25 246:9,10
<b>sort</b> 26:15 29:19 37:25	153:13	33:16 37:24 48:23 61:1	<b>stewardship</b> 60:5
79:25 85:19 104:5	<b>Sponsors</b> 121:13	72:3 106:13 113:2 116:1	<b>stick</b> 72:13 197:20
107:23 192:2 201:23	<b>spot</b> 117:3 210:4 249:11	142:5 234:2 259:5	<b>sticking</b> 211:2
204:14 242:13	254:19	269:15	<b>stiff</b> 128:22
<b>sought</b> 21:7	<b>spots</b> 257:3,18	<b>started</b> 3:10 33:10 72:9	<b>stipulation</b> 86:4
<b>sound</b> 236:20	<b>St</b> 3:5 9:13,14,17,19	108:15 123:10 138:17	<b>stipulations</b> 258:13
<b>sounded</b> 41:9	12:18,19 13:24 16:12	<b>starting</b> 221:4	<b>stop</b> 23:8 72:7 122:21
<b>sounds</b> 7:20 56:2 90:20	23:19 39:3 75:14 106:2,	<b>starts</b> 10:7 125:11	123:15 147:16 161:1
108:22 183:18	4,8,14 109:2,3 110:24	<b>state</b> 12:8 17:10 30:4	199:21,24,25 214:23
	111:15 112:12 125:13	31:11 38:19 39:22 45:21	224:17 264:8 266:12
	130:9,11,12 132:20,22	70:10 89:12 91:2 94:8,	
	133:1 135:14 136:12	16 100:19 106:10 110:6	
	143:9,11 144:18,20	143:7 163:12 187:7	
	145:10 148:19 154:25		



<b>stopped</b> 160:25	262:25	19,22 269:20,25 270:1	<b>table</b> 48:5,10 62:12 69:3,4 114:21
<b>stops</b> 125:12	<b>subleasing</b> 149:14	<b>supporting</b> 56:2	<b>tail</b> 191:6,10
<b>storage</b> 133:6	<b>submit</b> 132:25 176:3 188:1	<b>supportive</b> 46:9,19,21 236:7 241:14	<b>taildragger</b> 129:7 191:1
<b>stored</b> 37:17	<b>submitted</b> 89:16	<b>suppose</b> 210:7	<b>tailored</b> 212:8
<b>stories</b> 61:4 73:10 207:3	<b>subpoena</b> 122:25	<b>supposed</b> 127:19 134:24 135:19 149:9,13 169:4,8 210:8 264:11	<b>takes</b> 11:2 119:24 132:14 133:23 145:1 159:24
<b>STORM</b> 98:21	<b>substance</b> 63:20	<b>surface</b> 230:21	<b>taking</b> 51:19 53:17 59:19,21 94:15 110:17 126:24 144:17 186:6 209:16 216:17 237:11
<b>stormwater</b> 98:23	<b>substantial</b> 29:17 255:23	<b>surprise</b> 34:4 236:5	<b>talk</b> 31:10 43:9 55:13 68:25 76:22 93:19 97:15 129:1 157:13 159:15 160:19 168:3 170:7 197:12 200:23
<b>story</b> 160:16	<b>suc-</b> 73:23	<b>surprised</b> 193:5	<b>talked</b> 76:18 82:10 97:22 123:22 124:1,2 130:17 156:10 159:19 160:24 169:23 170:6 233:5 236:4,9 237:4 243:10 250:1 264:11
<b>Stovall</b> 170:13,16,17,18	<b>success</b> 73:23,25	<b>surprisingly</b> 119:17	<b>talking</b> 30:18 33:24 50:14 55:21 127:10 128:6,18 132:6 134:1 154:12 155:19 161:25 165:2 175:13 182:21,22 183:11 187:24 208:10, 20 214:7,8,9,10 221:23 232:3 250:21 256:6 267:6,16
<b>straight-line</b> 28:11	<b>successful</b> 14:22 74:20	<b>suspend</b> 233:2 237:21	<b>talks</b> 29:25 50:22 106:22
<b>straits</b> 21:20	<b>succession</b> 72:20	<b>suspending</b> 236:12 253:11	<b>tall</b> 167:25
<b>strategy</b> 262:23	<b>sudden</b> 193:23 221:4, 19	<b>sustain</b> 107:24 198:22	<b>tank</b> 82:12,16,17,18
<b>street</b> 112:12 122:23 126:5 174:8 198:22	<b>sued</b> 260:18 262:18	<b>sustainable</b> 107:24	<b>tanks</b> 82:13
<b>strict</b> 122:3	<b>suggest</b> 255:18	<b>swapped</b> 133:21	<b>target</b> 133:14
<b>strictly</b> 66:15 92:11 120:23	<b>suggesting</b> 244:19 245:4,6	<b>swear</b> 142:20,24 163:3, 5 166:12	<b>targeting</b> 168:12 169:1
<b>striking</b> 66:13	<b>suggestion</b> 37:12 61:11 244:6	<b>switching</b> 134:13	<b>tarnish</b> 233:24 235:6
<b>strings</b> 117:15 205:14	<b>suggestions</b> 254:17 257:20	<b>sworn</b> 141:9	<b>task</b> 232:7
<b>strong</b> 204:19	<b>suggests</b> 42:2 202:10	<b>system</b> 38:10 39:13 90:7	<b>taught</b> 111:14
<b>structure</b> 136:8 190:8 239:11	<b>suit</b> 74:3	<b>systemwide</b> 168:5	<b>tax</b> 130:1
<b>structured</b> 99:12	<b>suite</b> 40:16		<b>taxes</b> 117:5
<b>struggled</b> 14:4	<b>summarize</b> 37:3 38:14		<b>taxiways</b> 73:20
<b>stuck</b> 235:1,2	<b>summary</b> 47:7 50:15 52:19 53:6 54:24 56:19	<b>T</b>	
<b>student</b> 9:15 106:2,4,8 122:13 124:8 132:18 144:19 145:2,3 159:18, 24 167:18 170:6 180:15	<b>summary-based</b> 52:1, 15 56:7	<b>T-HANGAR</b> 5:16 18:18 107:19 108:1 114:13,15 115:12 116:11 120:19 124:22 125:22 168:2,5, 9,22 171:2,3,4,11,19,23 174:8 177:3 178:6 180:17,19,20 181:4,11 183:4 184:20,24 200:24 218:12 221:22 265:19 271:1	
<b>student's</b> 123:25 167:4, 7	<b>summer</b> 106:11	<b>t-hangars</b> 5:7 7:12 104:9 116:10 120:5,9, 18,22 121:16,17 122:2,6 151:11,14 158:22 177:21 182:1,3,4 184:16 186:10 190:7 198:4 218:15 265:18,19	
<b>students</b> 106:18 124:2 125:9 160:7 169:18 221:13	<b>Sunday</b> 191:4		
<b>studies</b> 95:14	<b>sundry</b> 126:22		
<b>study</b> 85:11,13 253:13	<b>sunshine</b> 36:2,4,7,19 37:1,8 38:4 41:23 42:2 52:17 259:9 263:9		
<b>stuff</b> 39:9 81:12 134:21 146:23 176:2 266:23	<b>suppliers</b> 136:9		
<b>subject</b> 27:19 40:9 127:20 238:8 260:23	<b>support</b> 13:3 42:19 44:3 52:8 60:2 81:19 217:18 224:24 233:15,		

<b>taxpayer</b> 118:15 119:20	<b>terminable</b> 203:7	23 28:22 29:7 30:1,20	74:5,13 75:25 77:4,20
<b>taxpayers</b> 117:20	<b>terminal</b> 16:10	32:21 34:7 36:6,15	78:15 82:20 83:3 87:14,
<b>taxpayers'</b> 118:17	<b>terminate</b> 128:21	42:23 44:24 46:21 47:11	23 102:18,20,23,25
<b>Taylor</b> 8:23,24 9:2	198:12 200:7,19 206:24	50:24 51:24 54:4 64:17	103:4,7,17 107:22 108:2
11:16	<b>terminated</b> 31:5 59:3	74:15 86:8,25 91:12	111:11 113:12,23,25
<b>Taylorcraft</b> 129:6	152:12,17 199:12	124:1 130:8,17 139:10	115:3 121:14 123:2
149:6,7,10,13 191:2,3	<b>termination</b> 128:19	146:21,23 154:13,15	124:17,20 129:25
<b>teach</b> 112:6,8 165:5	136:18 146:19,21 147:1	177:23 192:3 197:11	134:18 136:5 137:24
171:20 198:6	152:9 202:9 203:9	200:9 201:8 205:22	138:15 140:7 141:22
<b>teaching</b> 165:11,15	219:10 220:4,8 222:4	213:25 214:5 215:9	142:8 144:24 145:1,2,11
<b>tealeaves</b> 179:7	<b>terminations</b> 58:17	221:24 222:14 224:6	147:24 149:23,25
<b>team</b> 13:10 23:11 30:20	<b>terms</b> 105:10 120:19	234:4 238:25 239:3	151:18,19 153:4,12
33:7,20 34:5 59:25	<b>terribly</b> 30:11	241:5 242:1 245:7	160:9 165:15,22 166:4
168:16 256:8 262:6	<b>territory</b> 95:7	246:12 249:5 250:14	167:24 176:13 178:22
268:7	<b>test</b> 161:4,6 182:11	252:8 256:17 259:2,7	185:8 190:12 193:4,7
<b>team's</b> 23:21	<b>testimony</b> 137:17,20	267:11 270:23	198:25 200:4 204:8
<b>teams</b> 17:15	142:25 145:24 153:13	<b>thinking</b> 76:9 173:25	206:15,16 210:11
<b>television</b> 15:23	154:21 162:23 163:5	197:12 201:8 221:14	217:22,23,25 220:13,16
<b>telling</b> 45:5 79:1 121:9	166:13 186:20,23	266:6	225:5,13 226:3 227:11
124:14 135:21 149:18	197:21 201:14 202:16,	<b>thirdly</b> 5:7	237:21 239:3 246:20
<b>tells</b> 77:11,12 122:4	25 209:6,7 212:10 217:7	<b>thought</b> 22:22 24:9	249:3 251:19,21 252:3
184:4	218:7	31:1 40:11 161:23	256:6 261:1 268:5
<b>temporarily</b> 114:3	<b>testing</b> 151:6	172:11 193:21 200:5	<b>time-stamped</b> 145:21
233:2 236:12	<b>tests</b> 13:9 178:7	221:1,2 228:7,20	<b>timeline</b> 58:20
<b>temporary</b> 11:4 21:8	<b>Texas</b> 181:6	<b>thoughts</b> 44:4 79:2	<b>timely</b> 32:6
<b>ten</b> 32:20 70:21 118:4	<b>Thanksgiving</b> 139:21	107:10 189:3 203:10	<b>times</b> 14:25 45:6 70:21
175:9 211:14 212:3	<b>that'd</b> 157:12 266:4,15	237:23 239:12	73:16 109:24 128:10
214:12 220:2	<b>that'll</b> 271:3	<b>thousand</b> 11:7	142:1 176:5,7 204:9
<b>tenant</b> 18:19 46:25	<b>them's</b> 130:2	<b>thousands</b> 77:8	209:21 211:12,15
102:18 103:21 104:18	<b>theoretically</b> 199:9	<b>threshold</b> 85:20 95:11	214:10 215:25 216:1,10
127:8 135:18 136:11	<b>theory</b> 6:3	<b>thresholds</b> 95:15	<b>timestamps</b> 145:25
199:2,4 200:8,9,10	<b>there'll</b> 141:9,10	<b>threw</b> 97:20	<b>tit-for-tat</b> 187:22
208:24 245:13,18 252:7,	<b>thick</b> 234:22	<b>throw</b> 107:25	<b>title</b> 158:13
18	<b>thing</b> 6:6 24:19 25:18	<b>throwing</b> 207:25	<b>today</b> 12:20,24 18:25
<b>tenant's</b> 200:3	29:17 31:1 39:8 51:20	<b>tie</b> 203:16 268:2	19:4,9,22 20:7 21:15
<b>tenants</b> 82:7,14,20	72:14 89:15 127:16	<b>tied</b> 23:17 187:8	25:24 32:23 41:21,22
104:3 114:22 178:23	130:6,13 131:2 141:15	<b>ties</b> 199:9	42:20 65:5 71:9 74:16
206:9,10 212:1	146:24 153:6 156:18	<b>tight</b> 46:22	82:11 85:11 106:20
<b>tend</b> 105:2 201:9	193:22 211:19,21	<b>till</b> 45:16 62:12 63:4	133:25 135:24 141:1,18
<b>tensions</b> 251:17	214:21 215:23 216:8	74:13 94:1	146:1 148:7 164:20
<b>tenured</b> 22:1	221:15,25 226:2 231:6	<b>time</b> 5:13 9:24 10:8 11:6	182:11 208:24 210:3,18
<b>term</b> 58:6,10 117:14	243:20	12:4 14:19 15:16,20	211:9 213:9 228:6
195:5	<b>things</b> 5:12 9:4,7,10	16:5 19:2,13,18 23:2	<b>told</b> 138:10 142:21
	11:12 24:23 25:19 26:2,	28:7 32:25 33:9,23	152:11,16 155:8 160:23
		35:20 39:11 42:21 43:25	168:2 212:2 214:23
		49:1,2 55:13 60:7 62:13,	215:1,5,8 216:5 219:24
		21,22 63:4,18 65:17	260:4
			<b>Tom</b> 89:17 100:14
			<b>tomorrow</b> 61:24,25
			125:25 139:22 140:5,6

269:3	<b>transacted</b> 209:3	<b>turboprop</b> 191:14	<b>underhanded</b> 136:13
<b>tone</b> 45:4	<b>transactions</b> 27:14,17 209:2	<b>turbulence</b> 27:5 29:11	<b>underlying</b> 65:12
<b>tongues</b> 25:19	<b>transcript</b> 38:14 42:25 263:7	<b>turmoil</b> 76:20	<b>undermining</b> 206:25
<b>tonight</b> 89:8,18 118:3 179:7	<b>transcripts</b> 43:6 123:1	<b>turn</b> 121:17 178:8 182:4 231:1	<b>underneath</b> 244:2
<b>tools</b> 106:18 111:1 133:5	<b>transferred</b> 136:21	<b>turned</b> 109:18 149:22	<b>understand</b> 38:23 86:16 108:20,25 151:8, 11,13 184:6 185:12,16 187:23 191:22 202:12 205:6 215:3 224:3
<b>top</b> 90:6,8 94:11 103:12 134:23 154:15 155:4 226:21	<b>transgression</b> 176:22	<b>turning</b> 14:21	<b>understandable</b> 27:25
<b>topic</b> 55:12	<b>transgressions</b> 200:18	<b>turnover</b> 29:10 32:19, 20 121:20	<b>understanding</b> 18:8 94:7 95:9,16 107:9 123:14 128:9 160:6 190:3 213:7 256:13,14
<b>total</b> 81:25 82:12 84:21, 22 108:23	<b>transition</b> 56:6	<b>TV</b> 230:24	<b>understatement</b> 17:16
<b>totally</b> 47:10,19 247:10	<b>transmitting</b> 193:4 194:7	<b>twin-engine</b> 149:10 162:7 191:14	<b>understood</b> 179:22,23 182:8,17
<b>touch</b> 125:10,11 270:14	<b>transparent</b> 54:16 72:19 242:16	<b>two-day</b> 168:8	<b>undertaken</b> 91:8
<b>touched</b> 227:13	<b>transportation</b> 17:11, 15 88:22	<b>two-hour</b> 210:11	<b>unequal</b> 104:4
<b>tower</b> 269:14,16,19 270:4	<b>travel</b> 160:15 161:3 165:16	<b>Typ-</b> 80:3	<b>unethical</b> 198:19 259:20
<b>town</b> 194:1	<b>traveled</b> 160:18	<b>type</b> 75:2 175:15	<b>unfair</b> 104:4 176:14
<b>TPO</b> 5:2,18 6:16,18 7:3, 7 17:13	<b>traveling</b> 122:22	<b>types</b> 29:7 174:15	<b>unfinished</b> 7:25 8:2 22:20,22 25:25
<b>track</b> 24:10 33:22 72:15	<b>treat</b> 118:20	<b>typing</b> 259:22	<b>unforeseens</b> 85:19
<b>trade</b> 40:6 41:5	<b>treated</b> 38:18 117:2 118:6,10 252:9	<hr/> <b>U</b> <hr/>	<b>uniformly</b> 118:22
<b>traditionally</b> 191:24,25	<b>treatment</b> 104:4,5 246:1	<b>Uh-huh</b> 63:16 91:25 109:20 142:18 151:3 162:8 165:8 171:17 176:10,15 178:19 181:23 215:21	<b>unilateral</b> 146:25
<b>traffic</b> 112:8 269:5,12	<b>Trey</b> 46:24	<b>ulterior</b> 242:23	<b>unintelligible</b> 163:14
<b>tragically</b> 3:12	<b>trial</b> 123:2 124:17	<b>ultimate</b> 186:11	<b>unironically</b> 21:24
<b>trail</b> 158:10	<b>triggered</b> 135:8	<b>ultimately</b> 37:7	<b>United</b> 117:20
<b>train</b> 164:11 179:21	<b>trip</b> 125:13	<b>ultra</b> 205:5	<b>unjust</b> 243:7
<b>trained</b> 30:21	<b>trouble</b> 25:22 27:25 28:24 248:6	<b>umbrella</b> 17:12	<b>UNKNOWN</b> 149:24
<b>training</b> 9:15 30:19 52:17 106:2,4,9 119:10 123:15,21 125:11,12 132:19,21 145:9 150:7 159:24 162:18 167:19 168:1 170:12 174:1 175:5,21,22 178:11 187:11 189:15	<b>true</b> 211:2 236:2 243:13	<b>unambiguous</b> 178:1	<b>unmodified</b> 24:11 29:1
<b>training's</b> 150:19	<b>Trump</b> 269:8	<b>unbiased</b> 243:21 247:7	<b>unregulated</b> 184:2
<b>trainings</b> 183:22	<b>trust</b> 178:23 207:1 243:20 244:1,20 246:7, 25 248:3,8 249:13 252:2	<b>unchecked</b> 119:16,17	<b>unusual</b> 27:16 129:16
<b>trans-</b> 176:22	<b>trusted</b> 247:24	<b>uncommon</b> 129:12	<b>unvote</b> 69:6
<b>transaction</b> 27:13	<b>trusting</b> 209:14 246:16	<b>uncompensated</b> 175:22 177:5	<b>upcoming</b> 30:9
	<b>truth</b> 143:1,2 163:6,7 166:14 260:5	<b>uncorrected</b> 26:13,22	<b>update</b> 10:6 11:21 70:9 110:18 269:18
	<b>tumultuous</b> 60:6,7		<b>updated</b> 35:21 71:1 114:15

<b>updates</b> 8:21,23 11:17, 18 227:1	268:9	49:18,22,24 50:3,7,10 53:4,16 63:11,17 64:2,5 65:7 80:5,11,14 87:22 88:13 90:18,20 91:14,21 92:1,9,17,20 93:9,18,24 94:14,21,24 100:5,10,13 101:1 137:4,15 138:2,17 140:24 141:3,5,24 142:9,18,22 249:24 250:1,13,16 251:1,20 255:8 256:3,19,21 257:7,10,15 258:3 262:2,4,9,13 267:25	<b>West</b> 250:8
<b>upends</b> 32:21	<b>veterans</b> 139:23,25 269:2,3	<b>wall</b> 193:1 250:6 251:2 256:7 257:21	<b>wet</b> 131:22 269:22
<b>uphold</b> 194:15 217:14	<b>video</b> 16:21 45:1 52:10, 13 54:14	<b>wan</b> 248:13	<b>wheel</b> 191:6
<b>upload</b> 40:5	<b>view</b> 84:2,4,7 89:7 91:17 98:1 99:21 249:9	<b>wanted</b> 9:3 12:22 13:2, 15 15:21 46:15 52:11 59:5 74:17 82:8 102:6, 13,14 106:16 112:13,20, 24 113:3 114:20 115:23 116:18 137:22 138:23, 24 139:9,13 141:21 152:7 158:3,10 166:6 167:19 171:19 188:13, 14 189:17 264:7 265:17 268:24	<b>Wheels</b> 14:20 16:18
<b>upper</b> 11:1 134:23	<b>views</b> 237:22	<b>warren</b> 3:12 111:17,18	<b>whew</b> 3:11
<b>upside</b> 120:1 240:8	<b>violated</b> 212:3	<b>watch</b> 217:2	<b>whichever</b> 58:13
<b>usage</b> 144:22,23	<b>violating</b> 131:16	<b>watching</b> 179:7	<b>whistleblower</b> 259:21
<b>user</b> 117:1 181:4 197:3 198:12	<b>violation</b> 131:16 180:17	<b>water</b> 85:4 98:21 99:1,7	<b>white</b> 203:24
<b>users</b> 104:21 117:4 119:15,17 120:23 122:5 125:22,23 180:21	<b>violations</b> 259:10	<b>waters</b> 151:6	<b>wife</b> 140:16
<b>util-</b> 85:3	<b>virtue</b> 131:20	<b>weakness</b> 26:3,6,8	<b>win</b> 103:25 190:15
<b>utilities</b> 75:17 85:4 98:21,23 99:4,11,20	<b>vision</b> 85:6	<b>wearing</b> 128:21 268:11	<b>window</b> 110:7
<b>utilize</b> 121:2 224:12	<b>Visitor</b> 16:12	<b>website</b> 122:2 135:24 136:2 267:7	<b>wings</b> 14:20 16:18 134:7
<b>utilizing</b> 120:25 121:4	<b>Vista</b> 18:18	<b>Wednesday</b> 5:2 271:5	<b>wise</b> 246:14
<hr/>		<b>week</b> 11:19 45:14 57:22 62:21 97:15 187:14 255:20 264:4	<b>Wisely</b> 124:6,9
<b>V</b>		<b>weeks</b> 33:17 59:10 70:19 168:10 243:10	<b>withhold</b> 226:4
<hr/>		<b>weight</b> 80:10	<b>witnesses</b> 140:8,25 141:1,9,10,11 166:2 172:22 194:22
<b>vacancies</b> 45:11	<b>vote</b> 5:25 6:16 44:3 49:6 57:4 69:10 83:20 98:14 101:18 105:21 139:9 265:7	<b>Wente</b> 88:19 94:9 96:7	<b>wonderful</b> 17:6
<b>vague</b> 112:19	<b>voted</b> 70:1 81:19 84:17 234:7		<b>wondering</b> 77:22 224:8
<b>Valdosta</b> 199:22	<b>votes</b> 91:13		<b>word</b> 15:3,10 87:8
<b>valid</b> 256:5	<b>voting</b> 68:12		<b>words</b> 54:9 117:14 133:19 182:18,20 221:21 252:4
<b>validate</b> 87:16	<hr/>		<b>work</b> 10:23 11:3 13:10 32:22 34:6 48:15 49:3 77:2 88:8 93:2 99:9 100:7,9,18,21 107:4,18 108:11 113:19 114:24 138:11 144:16 150:5 163:17 164:6 170:14 191:12 196:6 202:13 225:3 226:1 227:5 228:9 238:24 263:9
<b>valuable</b> 78:16	<b>W</b>		<b>worked</b> 9:11 13:8 14:18 29:12 45:20 70:20 72:4 76:20 86:2 107:14 158:20,21
<b>Vedra</b> 18:18 46:24	<hr/>		<b>working</b> 10:1,14 39:15 82:12,13 112:25 113:2 144:8 202:14 268:22
<b>vehicle</b> 197:12	<b>Wagstaff's</b> 73:22		<b>works</b> 33:3 96:1 144:6,7 164:6,8
<b>vehicles</b> 100:20	<b>wait</b> 19:15 20:1,17 45:16 46:22 49:25 51:14 63:4 69:8 149:25 196:20		
<b>vendor</b> 37:16	<b>waiting</b> 107:25 121:14, 21,23 122:6 124:21,23 178:6,9 182:5 204:15,17 259:16		
<b>ver-</b> 50:15	<b>walk</b> 168:8 181:25 199:8		
<b>verbal</b> 161:17,20	<b>walked</b> 235:1		
<b>verbatim</b> 38:13 51:20, 22 52:7 56:14	<b>WALKER</b> 6:2,10,19,24 35:16 38:3,17,23 39:1, 16,21,24 41:17 48:4,8		
<b>verify</b> 75:11 91:7			
<b>Verizon</b> 11:1,3			
<b>version</b> 41:4 69:16			
<b>versus</b> 22:20 56:7 176:2 203:21 204:6 212:17 231:23 236:22			

<b>workshop</b> 7:15,18 31:2 40:13,22 43:5,9 46:22 49:4 56:18 115:1,13 200:23 212:7 223:15 230:7 266:1,12,14 267:4,8 270:22	217:11 228:16 234:18 239:8 <b>yellow</b> 120:5,6,8,9 <b>York</b> 129:6 130:2 190:16 250:8
<b>world</b> 63:12 79:6 <b>worried</b> 215:11 <b>worry</b> 103:21 241:17 <b>worst</b> 183:21 <b>worth</b> 40:2 228:20 <b>worthwhile</b> 111:2,4 <b>Wow</b> 17:15 <b>wrap</b> 192:4 <b>wrist</b> 222:1 <b>write</b> 17:5 131:25 <b>writing</b> 17:7 38:9 168:3 259:22 <b>written</b> 95:10 200:17 201:23 240:19 <b>wrong</b> 19:20,21 133:4,5 136:19 152:21,22 176:8 192:25 194:13 204:9 210:12 221:19 236:20 240:9	<b>you-all</b> 64:14 102:12, 20,25 104:10,11 115:3 126:25 127:1 264:7 267:9 <b>you-all's</b> 104:8 <b>young</b> 16:18 17:3 165:4 167:12 268:4
<hr/>	
<b>Z</b>	
<hr/>	
	<b>Zaczek</b> 124:12,14,19 127:8 128:4 129:10 130:23 131:5,11 133:16 135:1 138:7,9,11 143:3, 9 150:2 153:25 154:2,5, 8,12 155:22 156:12 158:15 163:18 168:2 170:15,17 178:3 186:16 193:4,14 197:22 <b>Zaczek's</b> 132:8 136:3,6 163:20 193:12 <b>Zeichner</b> 22:15,18,24 23:12 25:24 32:16 34:12,16 <b>zoning</b> 75:17
<hr/>	
<b>Y</b>	
<hr/>	
<b>y'all</b> 26:10 69:25 95:22 126:24 134:20 183:5 <b>year</b> 9:8 10:2,13 15:2 32:22 33:24 45:8,10 60:13 76:24 77:14 97:14,17 99:8,13 102:19,25 103:22 105:3, 7 106:11,12 108:24 109:19,24 146:17 158:25 181:5 238:11 270:4 <b>year's</b> 168:19 268:8,9 <b>years</b> 13:4 14:5 16:8 17:11 23:22 32:18 45:21,22 47:1 76:9 77:15 84:23 111:15 119:6 126:19,22 127:9 159:2,3 163:25 183:1 190:25 204:17 206:19	