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[1] ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT AUTHORITY
 [2] Regular Meeting
 [3] held at 4796 U.S. 1 North
 [4] St. Augustine, Florida
 [5] on Monday, November 19, 2001
 [6] from 4 p.m. to 5:49 p.m.
 [7] * * * * *
 [8] BOARD MEMBERS PRESENT:
 [9] WILLIAM "BILL" ROSE, Chairman
 [10] CHARLES LASSITER
 [10] DENNIS R. WATTS, Secretary-Treasurer
 [11] JOSEPH CIRIELLO
 [11] JIM BRYANT, County Commissioner/Airport Liaison
 [12] * * * * *
 [13] BOARD MEMBERS ABSENT:
 [14] BARBARA BOSANKO (Leave of absence)
 [15] * * * * *
 [16] ALSO PRESENT:
 [17] SUSAN BLOODWORTH, Esquire, Rogers, Towers, Bailey,
 [18] Jones & Gay, P.A., 170 Malaga Street, St. Augustine,
 [18] FL, 32084, Attorney for Airport Authority.
 [19] EDWARD WUELLNER, A.A.E., Executive Director.
 [20] BRYAN COOPER, Assistant Airport Director.
 [21] * * * * *
 [22] St. Augustine Court Reporters
 [23] 1510 N. Ponce de Leon Blvd., Suite A
 [23] St. Augustine, FL 32084
 [24] (904) 825-0570
 [25]

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P R O C E E D I N G S

[1] CHAIRMAN ROSE: Looks like we have a quorum.
 [2] I'll call the meeting of the Airport Authority to
 [3] order and we'll begin with the Pledge of
 [4] Allegiance to the flag.
 [5] (Pledge of Allegiance)
 [6] APPROVAL OF MEETING MINUTES
 [7] CHAIRMAN ROSE: We have -- we have two sets
 [8] of minutes that have been distributed to each
 [9] member, and we'll take them one at a time. The
 [10] first is the joint meeting with the County
 [11] Commission that we held on October 15th. Are
 [12] there any adjustments or modifications to the
 [13] minutes?
 [14] (No changes.)
 [15] CHAIRMAN ROSE: If not, then they'll stand
 [16] approved as they were distributed. And the
 [17] second set of minutes are the regular meeting of
 [18] October 15th. Are there any changes to those
 [19] minutes? Any questions?
 [20] (No questions.)
 [21] CHAIRMAN ROSE: If not, those minutes will
 [22] stand approved as they were distributed.
 [23] APPROVAL OF MEETING AGENDA
 [24] CHAIRMAN ROSE: And I'll ask that you either
 [25]

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[1] approve or we'll modify the agenda for this
 [2] meeting. Are there any --
 [3] MR. WUELLNER: I do have one amendment,
 [4] Mr. Chairman, and it would be to drop agenda item
 [5] F. from the --
 [6] CHAIRMAN ROSE: F.? Scratch F.?
 [7] MR. WUELLNER: Yes.
 [8] CHAIRMAN ROSE: Let's see. Oh, okay.
 [9] MR. WUELLNER: We have -- we have opted in
 [10] favor of just allowing that to go through the
 [11] normal master plan process.
 [12] CHAIRMAN ROSE: All right. Are there any
 [13] other changes? Since we've changed the agenda,
 [14] we will vote on that. I'll entertain a motion
 [15] that the agenda be modified as discussed.
 [16] MR. LASSITER: So moved.
 [17] CHAIRMAN ROSE: Second?
 [18] MR. WATTS: Second.
 [19] CHAIRMAN ROSE: All in favor?
 [20] MR. CIRIELLO: Aye.
 [21] MR. LASSITER: Aye.
 [22] CHAIRMAN ROSE: Aye.
 [23] MR. WATTS: Aye.
 [24] CHAIRMAN ROSE: Opposed?
 [25] (No opposition.)

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[1] CHAIRMAN ROSE: Okay. The agenda is
[2] approved then as it has been amended. And we'll
[3] call for reports, beginning with the County
[4] Commission.

[5] 6.A. - COMMISSIONER BRYANT

[6] MR. BRYANT: Thank you, Mr. Chairman.
[7] Mr. Rose, I spoke to you, I guess several months
[8] ago, about me sitting up here with you guys here.
[9] I'm just a liaison to the Airport Authority from
[10] the Board of County Commissioners. And I think
[11] the most appropriate place for me to sit would be
[12] in the audience.

[13] So, in -- in the future, I would request
[14] that y'all could excuse me to sit in the
[15] audience, you know, with everyone else that comes
[16] up and makes or requests to make reports.

[17] I still serve in the same capacity, but I do
[18] get a lot of calls, people thinking I have some
[19] purview over this board, and I do not have any
[20] purview over this board. You are duly-elected
[21] officials, and like I say, while I count it an
[22] honor to sit up here, I think it's most
[23] appropriate that I sit in the audience. And
[24] starting next month, I would like to do that.

[25] CHAIRMAN ROSE: If that's your feeling and

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[1] at your request, we'll direct our director to let
[2] Mr. Bryant sit in the audience.

[3] MR. WUELLNER: If he'd like to give up his
[4] comfortable chair, he can do that.

[5] MR. BRYANT: And I saw some easy ones back
[6] there (indicating).

[7] CHAIRMAN ROSE: Okay.

[8] MR. BRYANT: But I do get calls periodically
[9] wanting me to do things which is beyond the scope
[10] of my duties as a county commissioner.

[11] CHAIRMAN ROSE: I want you to know we're
[12] certainly pleased to have you as the liaison.
[13] Want to continue that relationship.

[14] MR. BRYANT: Well, I count it an honor to --
[15] to serve. I think the airport has some unique
[16] problems sometimes that crop up, and someone that
[17] has a little knowledge of what goes on out here
[18] from a pilot standpoint is -- can be of some
[19] benefit to the board.

[20] CHAIRMAN ROSE: All right. Anything else,
[21] Jim?

[22] MR. BRYANT: That's all, sir.

[23] CHAIRMAN ROSE: Okay. Aero Sport?

[24] 6.B. - AERO SPORT

[25] MR. SLINGLUFF: Well, as -- as y'all know,

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[1] we had an accident recently on November 10th, and
[2] thankfully no one was injured. This is the type
[3] of accident, is exactly what the tower control
[4] will help in. A tower, we feel, will provide
[5] separation. And it's just -- it's another set of
[6] eyes out there. So, Aero Sport is grateful that
[7] the work has started on the tower. We hope that
[8] the Authority can keep the contractor on schedule
[9] and -- and get this done. We're seeing an
[10] increase on total number of aircraft operations,
[11] and it's really coming to a head out there.

[12] This did involve one of our aircraft. We
[13] feel that everyone was very diligent in their
[14] duties, and I think the FAA also feels the same
[15] way. I don't think there'll be any actions taken
[16] there. It's just one of those instances.

[17] Unfortunately, we've -- you know, we've seen
[18] the press in the paper, a spot on the TV, and
[19] we've tried to highlight, though, the
[20] developments at the airport and the tower and the
[21] need for that. So, we think we've -- we've got
[22] some positive out of that, and again, thankfully
[23] no one was hurt.

[24] The ongoing building on the main ramp is --
[25] is imposing some hardships on all of the users of

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[1] the airport as the -- as the season speeds up.
[2] We're getting into our busy season now. The
[3] parking lot is full and we're still operating at
[4] a much reduced capacity, so we're very concerned
[5] about that.

[6] Our tenants and customers are voicing
[7] concern, also. So, I do want to -- hope that
[8] the -- since the original completion dates are --
[9] are long past, that we can get some sort of idea
[10] of when completion is expected and how soon we
[11] can get back to sort of normal business, as it
[12] is.

[13] Good news. Fuel prices continue to decline.
[14] Av gas, hundred low lead is now at \$2.25 a
[15] gallon. Jet fuel just went down eight cents per
[16] gallon and it's at \$2.71 retail. Three days ago,
[17] the price of a barrel of oil came down over 12
[18] percent, so probably in the next six weeks or so,
[19] we'll see further decline there.

[20] For 2002, fuel pricing, if things continue
[21] to settle out in the Middle East, I think fuel
[22] prices are going to be very, very low compared to
[23] what we've all been used to in -- in this past
[24] year.

[25] Aero Sport has now received several

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[1] proposals for a self-serve av gas system. And we
[2] are -- are planning on installing a system once
[3] the ramp construction concludes. This should
[4] help lower the av gas price by another 10 or 15
[5] percent. Thanks.
[6] CHAIRMAN ROSE: All right. Northrop
[7] Grumman.
[8] (Representative absent.)
[9] CHAIRMAN ROSE: No one's here from Northrop.
[10] All right. How about the Pilots Association?
[11] Anyone here representing them?
[12] (Representative absent.)
[13] CHAIRMAN ROSE: And our attorney, Susan
[14] Bloodworth?
[15] MS. BLOODWORTH: Nothing to report.
[16] CHAIRMAN ROSE: With that, we'll move into
[17] the action items. Mr. Wuellner?
[18] 7.A. - LEASE ACTION - NORTH AMERICAN TOP GUN
[19] MR. WUELLNER: Yeah. The first item I have
[20] is the North American Top Gun lease. You have a
[21] copy of our agenda memorandum, but essentially
[22] you have a -- we've been able to negotiate a
[23] sliding scale over the first 5-year period of a
[24] prospective 15-year renewal.
[25] Beyond year five, it would simply adjust to

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[1] your name and --
[2] MR. COX: Yes, sir. Captain Bob Cox. I
[3] prepared a statement, so I -- I would request
[4] that we attach it to the official minutes, if we
[5] could, please.
[6] MR. WUELLNER: If you're reading it, it will
[7] be there.
[8] MR. COX: Okay.
[9] MR. WUELLNER: It's verbatim, then --
[10] MR. COX: If you don't want to, you don't
[11] have to copy this. Captain Bob Cox is my name.
[12] Thank you for allowing me to speak this
[13] afternoon.
[14] On October 15th, last month, I attended this
[15] meeting of the Airport Authority, which I had
[16] intended to speak to the issue of the two items
[17] on the agenda which -- concerning the hangars,
[18] and specifically North American Top Gun and
[19] Prestige Painting (sic). I didn't speak to the
[20] issue because Chairman opted for motions from the
[21] board after listening in both cases to the owners
[22] of the two businesses.
[23] I'm a citizen of St. Johns County and an
[24] aircraft owner and pilot based at St. Johns
[25] County Airport in St. Augustine, where I hangar

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[1] a CPI adjustment from that point forward. In
[2] addition to that, as the memorandum indicates, we
[3] came to a general understanding of how to modify
[4] the door system on that hangar to allow it to be
[5] more easily used and came to a general
[6] understanding of a sign and the fact that it
[7] would -- where it could be placed on the U.S. 1
[8] area and, of course, subject to St. Johns County
[9] permitting.
[10] Otherwise, the agreement would be a
[11] standard -- our standard form corporate-type
[12] lease agreement. And it would be Staff's
[13] recommendation that the board approve the 15-year
[14] lease agreement with NATG along that -- along
[15] these terms and authorize Staff to go ahead and
[16] execute that standard form lease agreement.
[17] CHAIRMAN ROSE: Okay. Are you finished, Ed?
[18] MR. WUELLNER: Yes, sir.
[19] CHAIRMAN ROSE: Is there any public comment
[20] on this issue?
[21] MR. COX: Yes, sir. My name's Bob Cox.
[22] I've got a prepared statement, and I just -- if
[23] we have a minute, if you would allow me a few
[24] minutes to --
[25] CHAIRMAN ROSE: Yeah, if you would state

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[1] my plane at the Top Gun hangar.
[2] I'm a senior captain for U.S. Airways, whom
[3] I have been employed by for more than 20 years.
[4] I also hold the position of Special Projects
[5] Officer for the National Security Committee, the
[6] Airline Pilots Association, and in that capacity,
[7] I serve on several joint industry task force --
[8] government task forces whose focus is on aviation
[9] security.
[10] My flight career has taken me from flying
[11] Dehavilland Otters to DC-3's out of Iowa, and
[12] presently as a captain on a 737-400 out of
[13] Charlotte.
[14] I've flown in and out of St. Augustine
[15] Airport or flown out of St. Augustine Airport off
[16] and on for 15 years since I've lived in
[17] Jacksonville.
[18] In recent weeks, I have become aware of the
[19] situation surrounding the issues of the two
[20] hangars leased by Prestige Painting and North
[21] American Top Gun. I unfortunately find the
[22] situation fraught with questionable intent and
[23] seemingly an attitude that I consider not to be
[24] in the best interests of the citizens of the
[25] county.

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[1] During the meeting in October, Board Member
 [2] Ciriello -- did I pronounce that correctly, sir?
 [3] MR. CIRIELLO: Good enough.
 [4] MR. COX: Ciriello? Stated several times
 [5] that the board represents the citizens of the
 [6] county. I therefore find it difficult to
 [7] understand how forcing two reputable businesses
 [8] out of business -- out of business -- and in
 [9] light of the current negotiations going on, it
 [10] sounds like you may have reached some type of
 [11] conclusion to this -- is representing the best
 [12] interests of the citizens of this county.
 [13] Citizens who will be required to support
 [14] individuals who will be forced in turn, in many
 [15] cases, to unemployment, based on some fuzzy logic
 [16] of a virtual dollar that the airport's been told
 [17] they could hypothetically be making with the
 [18] hangars in question.
 [19] I was a bit incensed by Mr. Ciriello's
 [20] statement when he said that he didn't want to be
 [21] mean, but that this board represents the citizens
 [22] of the county. I totally agree. In paraphrasing
 [23] his comments in light of that, it would be
 [24] against the best interests of the county to
 [25] continue the lease of the two hangars in question

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[1] those hangars at this time? And to put it more
 [2] succinctly, are there corporations now who want
 [3] those hangars right now and are willing to pay
 [4] more? I would like to try to get an answer to
 [5] that before we leave this evening.
 [6] As a citizen of St. Johns County, I'd like
 [7] to know how much money was made available to the
 [8] airport through grants from FDOT, U.S. DOT, EDA,
 [9] and AIP funds from the FAA for the construction
 [10] of those two hangars and how much money the
 [11] airport had to pay in relation to the
 [12] construction of the two hangars. I believe it
 [13] was 50 percent; is that correct, Mr. Wuellner?
 [14] MR. WUELLNER: Yes, sir.
 [15] MR. COX: FDOT provided 50 percent and the
 [16] airport paid the other 50 percent. So,
 [17] conservatively, figuring a 50 percent grant rate
 [18] in consideration of the \$4 per square foot
 [19] currently being given or was last month being
 [20] given as the value per square foot rate, it seems
 [21] to me that the airport would be able to zero out
 [22] at something close to \$2 per square foot because
 [23] they would only be responsible for half of the
 [24] value of the hangar space.
 [25] The county has always intended for the

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[1] because the citizens of this county would be
 [2] taking up the slack.
 [3] In my opinion, none of what Mr. Ciriello had
 [4] to say was with the intent of what was best for
 [5] the citizens of the county. Who's taking up for
 [6] the slack for the poor management of the \$28,000
 [7] we wrote off due to the deadbeat tenants?
 [8] Mr. Ciriello, representing the board, made
 [9] statements indicating a terrible lack of
 [10] responsibility to the citizens of this county
 [11] when he said that he didn't know who this fellow
 [12] is or what he does, meaning Rick from Prestige
 [13] Painting, and how much does it cost to paint an
 [14] airplane, a couple of hundred bucks? Which he
 [15] changed to a thousand bucks after a couple of
 [16] people made some snickers in the audience.
 [17] It's difficult to understand how a board
 [18] member of the Airport Authority would not be
 [19] familiar with one of the largest aviation
 [20] businesses in this county and one of the few
 [21] EPA-approved aviation painting facilities in the
 [22] United States.
 [23] Mr. Moore of North American Top Gun posed a
 [24] question that wasn't answered, which is: Are
 [25] there currently possible tenants asking to lease

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[1] airport to be self-sufficient, not to run people
 [2] off by trying to make a profit or resurrect
 [3] itself from a previous administration's poor
 [4] management.
 [5] At a time when hangar space on the north
 [6] side of the field is going for somewhere around
 [7] \$3 or 4 per square foot, which are hangars with
 [8] electric doors and deeper hangar space, higher
 [9] roofs, and doors that don't take three or four
 [10] people to move to open, as at Top Gun and
 [11] Prestige, I find it exceedingly difficult to
 [12] understand how you would be able to terminate
 [13] business with North American Top Gun and Prestige
 [14] and then turn around and lease those hangars for
 [15] anywhere near the amounts that the board stated
 [16] is the appraised value.
 [17] The evaluation also doesn't take into
 [18] account that the both -- that both of the hangars
 [19] in question would not be able to support
 [20] commercial jet equipment due to the 60-foot depth
 [21] of the hangar. A Lear 45 is 59 1/2 feet long.
 [22] So, to get it into the hangar, you're going to
 [23] have to cock it, which is going to take up two
 [24] hangar spaces, so basically you put maybe
 [25] possibly three corporate jets in that hangar and

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[1] you're not going to be able to get that type of a
[2] value, I don't believe, out of that.

[3] The valuation -- I'm sorry -- to -- the
[4] airport would have to charge approximately 312
[5] months for a Cessna in the hangar for the amount
[6] of square footage area surrounding a Cessna at
[7] about 930 square feet, is what I figured, at 36 x
[8] 26 for a Cessna, and you'd take about ten
[9] airplanes to put into a hangar to get the \$32,000
[10] a year out of it that you're trying to get out of
[11] the hangar on the valuation rate.

[12] As reported in the meeting in October, the
[13] board stated that the Prestige hangar was
[14] appraised at something close to \$7 per square
[15] foot. That valuation standard is somewhat
[16] exaggerated due to the fact that the hangar was
[17] built for the specific purpose of painting, and
[18] special equipment was installed in it to meet EPA
[19] standards.

[20] North American Top Gun has been disallowed
[21] to put a sign on U.S. 1 advertising the business,
[22] thereby having a very negative impact on said
[23] business. In contrast, H -- or SK Helicopters a
[24] mile north has a sign on U.S. 1 advertising their
[25] business.

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[1] that they had to make notification in writing six
[2] months prior to lease termination that they
[3] intended to renew.

[4] Conversely, it seems fairly irresponsible to
[5] me that the airport management and the airport
[6] board, knowing full well the airport's intent,
[7] would not follow the same good business practice
[8] they admonish Top Gun and Prestige for not
[9] following by sending a reminder notice to these
[10] businesses in an effort to find out if they were
[11] in fact interested in renewing their lease at a
[12] negotiated higher rate, which was in the lease
[13] language. Every type of business that I can
[14] think of sends out a reminder notice for a lease
[15] renewal. I'm just wondering why we didn't do
[16] that.

[17] It's somewhat disturbing that the airport's
[18] adopted the position or at least the perception
[19] of the position that it's going to make up for
[20] the fact that the original leases it signed on
[21] the two properties were, by the airport's
[22] testimony, woefully undervalued due to cost
[23] overruns of construction, 50 percent of which was
[24] paid for by FDOT. I would submit that this is
[25] not the fault of the businesses currently in

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[1] Is it inconsistent policy, a property
[2] boundary detail, discrimination, or just an
[3] oversight? I don't know. Nobody's explained it.
[4] But if it has to do with airport policy, I move
[5] sometime in the future that we adjust airport
[6] policy to allow Top Gun or any other business to
[7] put a sign out there to advertise their business.
[8] This doesn't just enhance their business, but it
[9] will enhance the airport -- airport's reception
[10] of business, also.

[11] The St. Johns County Airport's a public
[12] airport run by the county and subject to county
[13] policy, not the personal agenda or politics of
[14] individual board members. As a citizen of St.
[15] Johns County, I want to know if it's the county's
[16] intention to take these businesses, who by all
[17] accounts have been good businesses for the
[18] county, and with no more excuse other than these
[19] entities suffered a bout of poor business
[20] practice in not renewing their lease under the
[21] questionable language of the lease to terminate
[22] any further business with them.

[23] For the record, the parameters of the lease
[24] would have required that they mark their
[25] calendars five years ago to remind themselves

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[1] these locations and that the burden of the
[2] airport's bailout, if you will, from this issue
[3] should not be placed on the backs of the two
[4] businesses involved.

[5] It's important that the citizens of the
[6] county have made available to them the dollar
[7] value of the grants made to the airport from
[8] government sources. I haven't been able to find
[9] anywhere on the internet or any other place that
[10] directs a citizen of the county to find out any
[11] information about the airport board or the
[12] airport or what's going on at the airport.

[13] As a matter of fact, the St. Johns County
[14] web site talks about the Girl Scouts. It talks
[15] about all kinds of other businesses and
[16] government operations, but it doesn't say
[17] anything about the Airport Authority.

[18] It's difficult to conceive how on one hand,
[19] due to their own mismanagement, the airport board
[20] can vote to -- and I don't say that critically;
[21] it's just -- it's happened. I understand what
[22] the management situation was behind this \$28,000
[23] write-off and lost revenue due to tenants
[24] skipping out, but on the other hand, be willing
[25] to terminate two reputable businesses who do pay

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[1] their rent by raising that rent to an exorbitant
[2] amount to force -- or it basically forces them
[3] out of business.

[4] It's anathema to the progress of this county
[5] that St. Johns County Airport Authority is ready
[6] to terminate business dealings with two
[7] responsible well-established businesses in this
[8] county due to questionable valuation standards of
[9] hangar space and debateable language in their
[10] leases and a perception that the airport's trying
[11] to regain the upper hand over poorly negotiated
[12] construction and lease costs by placing the
[13] responsibility solely on the backs of these two
[14] family-owned businesses.

[15] Our citizens must question what St. Johns
[16] County has to gain by terminating our
[17] relationship with these two businesses. Even if
[18] new tenants paying a higher rate moved in the
[19] next day, the current tenants pay taxes to the
[20] county. They bring revenue to the county. They
[21] bring tourists to the county. Employ close to 30
[22] people in this county, and those individuals pay
[23] airport tax in this county. And those businesses
[24] also support other businesses -- business
[25] interests in this county by the purchase of goods

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[1] established in 1939 can be your touchdown for
[2] travel and recreation. Because of the area's
[3] superb flying climate and aviation history, the
[4] airport is home for many professional aerobatic
[5] and airline pilots. Adventurous souls can take a
[6] spin in an aerobatic biplane or a combat mission
[7] in a restored 1944 AT-6. The newly-built FBO has
[8] charter, fuel, repairs, and ground transportation
[9] for all its businesses -- for all its visitors."

[10] It doesn't say anything about the training
[11] center over there. It doesn't say anything about
[12] Grumman with all their repair work on airplanes,
[13] and it doesn't talk about the sales at Aero Sport
[14] for the Extras. It talks about bringing people
[15] in to fly an AT-6. Doesn't say anything about
[16] anything else, basically.

[17] So, if you would -- and I just want to say
[18] the county certainly -- the county wants to take
[19] advantage of the adventure and aviation they can
[20] sell to tourists, but the board is -- is
[21] basically ready to get rid of the businesses off
[22] the field, the autonomous board here. So, we're
[23] not working hand in hand with the county for some
[24] reason.

[25] Please then accept this as a formal request

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[1] needed for daily operations.

[2] At the very least, some of these employees
[3] would be out of a job, and that means that we,
[4] the citizens, whom you ostensibly represent,
[5] ultimately end up paying for their unemployment.
[6] I find that a bit reprehensible.

[7] In my capacity as an aviation security
[8] specialist, I often travel to Washington D.C. and
[9] I work with AAAE and ACI, which are airport
[10] people, for the most part. ACI represents a
[11] tremendous number of airports, both in this
[12] country and around the world. And I'd like to
[13] just quote very quickly a recent ACI statement.

[14] "Airports are integral parts of their
[15] communities and are inextricably linked to the
[16] trade, investment, travel, and tourism potential
[17] of their regions." I would submit that North
[18] American Top Gun and Prestige Painting both are
[19] integral parts of this community and have an
[20] impact on the investment, travel, and tourism
[21] potential in St. Johns County.

[22] Bearing that in mind, here's an
[23] advertisement from the St. Johns County web site
[24] about our airport. This is a quote.

[25] "The St. Augustine-St. Johns County Airport

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[1] to the board, being representatives of the
[2] citizens of this county, that barring any
[3] finalized negotiated lease terms, a final
[4] determination on the lease be delayed for a
[5] period of 90 days in order to further research
[6] the appropriate valuation of said property and
[7] impact to the county should we lose these two
[8] businesses.

[9] This extra time will allow for negotiation
[10] of new lease language and terms and allow all
[11] parties to more closely study the impact of any
[12] decision.

[13] It's going to be a terrible loss to St.
[14] Johns County and to the SGJ airport to force
[15] these folks out of business. Simply leasing
[16] these hangars to some corporate entity for hangar
[17] space for a corporate jet in my opinion is
[18] irresponsible and borders on dereliction of duty,
[19] both from the management and from board members.

[20] Running these good people out of business,
[21] or even the perception that that is what's being
[22] done, is not only bad for business, it's damaging
[23] to the good interests of this county and to the
[24] state.

[25] I would ask the airport director and airport

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[1] board members to reconsider their position on the
 [2] issue and reevaluate the lease rate to keep the
 [3] jobs, the people, and businesses at this airport.
 [4] I appreciate your time in indulging me with
 [5] the long time here, and I'm open for any
 [6] questions.
 [7] CHAIRMAN ROSE: All right. We'll receive
 [8] your -- is a copy of that letter available?
 [9] MR. COX: Yes, sir. I have copies
 [10] available.
 [11] CHAIRMAN ROSE: All right. We'll see that
 [12] it's recorded in the minutes. We appreciate your
 [13] comments.
 [14] MR. COX: Would you like me to give one to
 [15] all the members?
 [16] CHAIRMAN ROSE: Beg pardon?
 [17] MR. COX: I can give one to all the members,
 [18] if you like.
 [19] CHAIRMAN ROSE: If you have an extra copy
 [20] for everybody, that would be fine. Okay. Any
 [21] other comments on this issue? Board discussion.
 [22] MR. CIRIELLO: Well, you've got a guy coming
 [23] up.
 [24] MR. MOORE: Bruce Moore, president of North
 [25] American Top Gun. As I said at the last meeting,

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[1] sticking to wanting to get ultimately three and a
 [2] half dollars a square foot and then adjusted for
 [3] CPI, and they're incrementing -- phasing that in
 [4] over five years. So, what it means to me is the
 [5] first year isn't bad. That's what I would have
 [6] paid anyway. The second year's a little tougher.
 [7] By the third or fourth year, I can't afford it.
 [8] So, I'm not being chased off the airport
 [9] immediately; it's over two to three years, I'm
 [10] gone.
 [11] I don't want to leave. And that's why I'm
 [12] trying to get the original terms of the lease,
 [13] because looking at all the sides of this issue, I
 [14] think that serves not only me the best, but the
 [15] whole community and the airport.
 [16] Now, when I was here last month, it was
 [17] presented that if I didn't reach an agreement
 [18] that was acceptable to me, then I was to be
 [19] evicted. So, I have to accept whatever the
 [20] airport puts up, whether or not I want it.
 [21] And so, in light of that, I'd like to
 [22] reserve accepting the current lease proposal
 [23] until there's a decision or conversation on the
 [24] board on Mr. Cox's motion to delay this for 90
 [25] days.

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[1] my request is to have the board approve renewal
 [2] of the existing lease, or the one that had
 [3] expired under the original terms, because I felt
 [4] it was an oversight in a technical direction and
 [5] that everybody would be best served by renewing.
 [6] To put a little history on this, when we
 [7] originally negotiated the first lease, it was
 [8] presented to me that the lease rate they wanted
 [9] to charge me was based on repaying the entire
 [10] cost of building the hangars over the life of my
 [11] lease. And that included the money contributed
 [12] by the county and by Florida DOT, so that at the
 [13] end of the lease, the airport owns the hangars,
 [14] plus I paid them all their cost, plus I paid them
 [15] the cost the Florida DOT provided. So, it wasn't
 [16] a bad lease for the county. It was a good lease
 [17] for me, because I could afford it.
 [18] Mr. Wuellner has been working with me on
 [19] trying to find a compromise between what was
 [20] originally presented two months ago and what we
 [21] can afford. We've made some progress on signage.
 [22] We've seen some new information on the doors,
 [23] which has always been an issue. We've had a
 [24] compromise on the rates.
 [25] Basically what it is, is they're still

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[1] CHAIRMAN ROSE: Okay. Thank you. Any other
 [2] public comment?
 [3] (No public comment.)
 [4] CHAIRMAN ROSE: Board discussion?
 [5] MR. CIRIELLO: Mr. Chairman? Can I go
 [6] first?
 [7] CHAIRMAN ROSE: Go ahead.
 [8] MR. CIRIELLO: Captain Cox is indeed an
 [9] eloquent speaker, and since he mentioned my name
 [10] a few times, I'm not sure if he meant it as a
 [11] disparaging remark that I'm a failure as a board
 [12] member or if he thought maybe some of the things
 [13] I said were correct.
 [14] As far as this lease appraisal goes, we
 [15] didn't do that. Individually, we didn't come up
 [16] with that figure. I assume that a professional
 [17] did that.
 [18] And then the remarks you made about
 [19] representing the taxpayers and all of that, I was
 [20] elected by the taxpayers. And, yes, if we
 [21] weren't -- oh, I don't want to say doing a lousy
 [22] job, but this airport is supported by partly
 [23] taxpayers, ad valorem taxes to a tune of \$2
 [24] million. So, if you think that Top Gun
 [25] appraisals, or even Aero Sport in some areas,

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[1] isn't getting some help from the taxpayers
 [2] because of their ad valorem taxes, I think you
 [3] might be mistaken.
 [4] So, speak -- and this is an unpopular job up
 [5] here. And I can understand Mr. Moore's plight.
 [6] I've been involved with aviation since before
 [7] 1950 when I started flying strictly as a hobby.
 [8] Nowhere near what you can do. I'm only a private
 [9] pilot. I'm not instrument rated and multirating
 [10] or anything else. And I can't even afford to go
 [11] over and rent a 150 anymore.
 [12] But nonetheless, of all the years since 1950
 [13] being in the Air Force and working at two
 [14] airplane factories and whatnot, I think -- and
 [15] hanging around airplanes, being an owner three
 [16] times, being in a flying club for 12 years, I
 [17] think I know a little bit about aviation, and I
 [18] can sympathize with these people.
 [19] But still, when we ask the taxpayers to
 [20] subsidize things going on at this airport, you
 [21] have to take that into consideration.
 [22] Now, as I see this report that Ed put out,
 [23] and he recommends we go with it, to tell you the
 [24] truth, I have a lot of questions on it and I'm
 [25] not happy with it. I asked him after the last

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[1] MR. WUELLNER: That's a guess based on 2
 [2] percent CPI adjustment.
 [3] MR. CIRIELLO: So, if it doesn't go up and
 [4] if it lowers and everything, it -- the figures
 [5] won't be the same.
 [6] MR. WUELLNER: It will reflect actual CPI
 [7] index.
 [8] MR. CIRIELLO: Well then, at the end of the
 [9] fifth year, from then on, would it -- would I be
 [10] correct in saying that we're guaranteed at least
 [11] the \$3.50 from then on from fifth year to the
 [12] 15th?
 [13] MR. WUELLNER: Yes, sir.
 [14] MR. CIRIELLO: So, he would be paying the
 [15] appraised value for the rest of the time, at
 [16] least.
 [17] MR. WUELLNER: After year five, he would
 [18] be -- whatever adjustment would be based on the
 [19] CPI. Every fifth year, it would be reappraised.
 [20] There -- because there are two methods that
 [21] are consistent with FAA and FDOT guidelines on
 [22] the rental valuation, he would have the lesser of
 [23] the two options. He could take -- he typically
 [24] would take the least costly option to himself,
 [25] which would be to reappraise the property and

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[1] meeting -- as a matter of fact, one statement I
 [2] made that I'm not going to sit here, as that one
 [3] person on the board, and dicker back and forth
 [4] for over a year on issues like I've seen other
 [5] boards do, on building hangars and whatnot.
 [6] I'm not afraid of work. And your
 [7] recommendation of that 90-day hiatus doesn't
 [8] bother me so much. But rather than wait 90 days
 [9] and drag this thing out, like I said, I don't
 [10] want to do. I'd rather come in here every day of
 [11] the week, and not just with Mr. Ed, but other
 [12] board members and Mr. Moore, and try to work
 [13] something out. I'm not against that.
 [14] But I -- I don't want to go month to month
 [15] to month to month and then a year from now, we're
 [16] still arguing about the same situation. So, I'm
 [17] not, you know -- but, this particular thing
 [18] here -- well, I'll ask my questions, Mr. Ed.
 [19] You have here, we don't -- we don't re --
 [20] get our appraisal monies until the fifth year,
 [21] the \$350 -- or \$3.50 a square foot. Then after
 [22] that, you have other figures. Now, is that with
 [23] the -- a guess at what CPI would bring, or is
 [24] that actually what he's going to be paying per
 [25] square foot for those individual years?

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[1] reestablish a square footage value.
 [2] The other is to take the cumulative change
 [3] in CPI that occurred in the previous five years,
 [4] which would already be in effect if you're
 [5] adjusting it annually.
 [6] But the bare bones minimum after year five
 [7] would be \$3.50, assuming zero inflation and zero
 [8] CPI, which to my knowledge has never occurred.
 [9] MR. CIRIELLO: Okay. I have a note here,
 [10] simple word "billboard." It's my understanding
 [11] that back a few years, that the board at the time
 [12] decided that when the billboard leases of the
 [13] different people come up, that since it's not
 [14] really that much money coming in from them, is
 [15] they were going to eliminate that because there's
 [16] a lot of outcry in the county about billboards.
 [17] And so now, with that in mind, and if I was
 [18] on this board and it came up to a vote for
 [19] billboards, I'd be against the billboards. I'm
 [20] of the mind of a lot of citizens; they don't like
 [21] it. So, now in this agreement, you want to give
 [22] him billboard right -- right on U.S. 1.
 [23] MR. WUELLNER: Not -- not quite. Just
 [24] talking signage, not a billboard.
 [25] MR. CIRIELLO: What's signage?

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[1] MR. WUELLNER: Be limited to county size
 [2] permits for that type of location, which has some
 [3] very specific guidance as it's currently adopted
 [4] in size. It's nowhere near billboard size.
 [5] MR. CIRIELLO: But it would be something
 [6] visible.
 [7] MR. WUELLNER: Oh, clearly. I mean, that's
 [8] the intent of it.
 [9] MR. CIRIELLO: Just because a billboard is a
 [10] certain size, a sign is a lot smaller, doesn't
 [11] mean it's not objectable (sic) to some people.
 [12] Well, let me see here. I have here in some
 [13] of my scratching in this year one, he's going
 [14] to -- he's proposing to pay \$2 a square foot for
 [15] the first year. Present rate's \$1.47. That's a
 [16] 53 cent difference. But if you look at the \$3.50
 [17] and in the \$2, which is a dollar and a half,
 [18] that's a dollar and a half that the taxpayers are
 [19] subsidizing in paying supposedly a fair -- fair
 [20] price at \$3.50. That dollar and a half by 9,000
 [21] feet comes to quite a little piece of change.
 [22] It's not just a dollar and a half.
 [23] And then the second year, it's \$1.13
 [24] difference. The third year, 75 cents, the fourth
 [25] year -- oh, shoot. I made a mistake here

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[1] guys can go on then with your thoughts.
 [2] CHAIRMAN ROSE: Are there other comments?
 [3] MR. LASSITER: I have a few questions for
 [4] Ed. Ed, is there a cap on the percentage rise
 [5] after the fifth year?
 [6] MR. WUELLNER: No, sir. It's CPI, straight
 [7] CPI.
 [8] MR. LASSITER: Whatever CPI, if it's, 5 or 7
 [9] or --
 [10] MR. WUELLNER: In theory, yes. If it
 [11] went -- if it went to those numbers, it's -- it
 [12] would be what it is. The only way it would
 [13] adjust is at the time of reappraisal at the fifth
 [14] year, if it turned out the appraised value was
 [15] less than what the cumulative CPI change had been
 [16] in the previous years, you could readjust down to
 [17] the market value of the property or to the CPI,
 [18] whichever would be lower.
 [19] MR. LASSITER: Okay. I don't know -- that's
 [20] Mr. Moore's position to take, whether he wants to
 [21] cap it or whatever. But also, I need -- a
 [22] question was asked and -- and I've talked to you
 [23] about it, and I think you've answered mine.
 [24] Maybe we can do it a little more public. And
 [25] that is, a list of tenants that are available for

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[1] somewhere. I don't have it down. But anyhow,
 [2] the way the schedule goes, up until the fifth
 [3] year, we're going to be helping pay his -- pay
 [4] his rent.
 [5] Now, I've heard mention last month and this
 [6] month about 40 employees. That's a lot of
 [7] employees. I'd like to see a list of that. As a
 [8] matter of fact, Mr. Moore is more or less
 [9] claiming a little bit of a hardship that he can't
 [10] afford to pay what the fair appraisal value is
 [11] because of his business and all, and I can
 [12] understand that, but I'd like to see how many
 [13] planes he leases out, besides his own, how much
 [14] money he's bringing in. In other words, I'd like
 [15] to see -- I'd like to see some proof of the
 [16] hardship.
 [17] I'd like to know how much money he's making
 [18] every month, besides his business on subleasing
 [19] the -- his hangars and whatnot. I'd like to see
 [20] in black and white the hardship that he's
 [21] claiming. And I'd like to see a list of 40
 [22] employees. I don't know, is Aero Sport -- do you
 [23] got -- do you have 40 employees?
 [24] CHAIRMAN ROSE: Joe, you're getting off.
 [25] MR. CIRIELLO: Okay. Okay. I'm done. You

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[1] that space. That's a commercial space; is that
 [2] not correct?
 [3] MR. WUELLNER: That is correct. It's one of
 [4] the few places that's -- was constructed with
 [5] that intention.
 [6] MR. LASSITER: Are -- are there people that
 [7] you have -- I, for one, have had someone contact
 [8] me, I think I mentioned it to you, that was
 [9] interested in a commercial space, and of course
 [10] it's nothing more than an inquiry, so I won't
 [11] make it public, but the simple fact is, is that
 [12] are there other people interested in these
 [13] spaces?
 [14] MR. WUELLNER: I know -- I know of the same
 [15] one you have, but we have a list of other
 [16] corporate-type, noncommercial, but corporate-type
 [17] users that we maintain a list of that would --
 [18] you know, are quoted that kind of a rate every
 [19] day long related to commercial -- corporate-type
 [20] spaces.
 [21] MR. LASSITER: This is not to infer that
 [22] we're, you know, we're sweeping this gentleman
 [23] aside with his business, but that was a question
 [24] asked, and I think it warrants an answer.
 [25] The last question I have is, is that as this

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[1] being a commercial rental space, and I realize
 [2] that we're trying to step it up to what the
 [3] appraisal is, which is an outside appraisal done
 [4] by a firm who does this on a -- I guess on a
 [5] regional basis, so we're -- this is not a number
 [6] we're coming up with.
 [7] MR. WUELLNER: Actually, all over the
 [8] nation.
 [9] MR. LASSITER: Nationwide.
 [10] MR. WUELLNER: The company does appraisals
 [11] all over.
 [12] MR. LASSITER: Which I know, I rent
 [13] commercial warehouse space myself, and I know
 [14] what the going rate out there for is, and it's
 [15] around \$6 a square foot. That's neither here nor
 [16] there on -- on this, because this is -- this is
 [17] unique thing.
 [18] The question I have, though, is for a
 [19] standard hangar now, private hangar now, what
 [20] kind of square-foot cost are they paying for
 [21] theirs that we're renting out of the box, shall
 [22] we say, on it now? Do you have any idea?
 [23] MR. WUELLNER: If you're comparing it to
 [24] T-hangars, I don't know by -- by square footage.
 [25] But the commercial or corporate-type hangar

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[1] distinction between the cost, because it was
 [2] brought up by Mr. Cox, but the distinction
 [3] between cost-based recovery as a basis for rent
 [4] and market value in that your obligations as
 [5] consistent with not only your policy, but by the
 [6] grant agreements under the terms of which you
 [7] accepted half of the money, require you to get
 [8] market value on these things.
 [9] It does not -- regardless of how it was done
 [10] before and regardless of how the old agreement
 [11] was structured, because I -- you know, having no
 [12] real part in that, other than trying to
 [13] administer for the last five years, it -- it's
 [14] very clear in your grant agreements with Florida
 [15] DOT that you will do it at market value, that
 [16] that is -- that is a requirement. It's not an
 [17] option. It's a requirement when you accepted the
 [18] money.
 [19] CHAIRMAN ROSE: Any other board comment?
 [20] (No further comment.)
 [21] CHAIRMAN ROSE: I would -- I would accept a
 [22] motion regarding item 7.A., which is the lease
 [23] action, North American Top Gun, and the Staff
 [24] recommendation is that we approve their -- their
 [25] reported negotiations. Are you ready for a vote?

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[1] facilities, we lease and continue to lease at
 [2] \$3.50 to \$4, and then a few cases, we'll probably
 [3] go over \$4 a square foot with no problem at all.
 [4] I'm not sure we've found the upper limit on that
 [5] yet.
 [6] MR. LASSITER: Now, Mr. Cox just -- this is
 [7] a statement I want to make. Mr. Cox brings up a
 [8] point well made, in that we have a business in --
 [9] in essence providing for the community and
 [10] supporting the community.
 [11] We are in the -- the sandwiched position of
 [12] not only saying that, yes, we would like for the
 [13] aviation community to thrive and to do well, but
 [14] we also carry the second burden, which is that of
 [15] the tax holder, which Mr. Ciriello had brought
 [16] up.
 [17] In my own mind, this is what we were hoping
 [18] that we would be able to do in these two -- these
 [19] two 30s, which is a 60, to come up with
 [20] something. And -- and I think that we've tried
 [21] to do this as best we can and -- and still give
 [22] equal opportunity to both sides to say our
 [23] positions. So, those are my questions.
 [24] CHAIRMAN ROSE: Anybody else?
 [25] MR. WUELLNER: I'd like to just make the

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[1] All in favor --
 [2] MR. CIRIELLO: Wait a minute.
 [3] MR. WUELLNER: You need a motion.
 [4] MR. CIRIELLO: Nobody made a motion or
 [5] seconded it yet.
 [6] CHAIRMAN ROSE: That's right. Would
 [7] somebody care to make that motion?
 [8] MR. LASSITER: I make the motion that we
 [9] approve the presented --
 [10] CHAIRMAN ROSE: Thank you, Joe.
 [11] MR. LASSITER: -- lease action with North
 [12] American Top Gun.
 [13] CHAIRMAN ROSE: Is there a second to that
 [14] motion?
 [15] MR. WATTS: I second it.
 [16] CHAIRMAN ROSE: Is there any -- any board
 [17] discussion? Joe?
 [18] MR. CIRIELLO: Well, I don't know if it's a
 [19] discussion or an amendment to the motion, but I
 [20] would -- I would rather -- so, I guess it's an
 [21] amendment to the motion. I would rather the
 [22] board and the director and Top Gun sit down for
 [23] however many days they need to work this thing
 [24] out, because I can't see approving this thing the
 [25] way it is right now.

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[1] And rather than, as Mr. -- Captain --
 [2] Captain Cox said, put it on hiatus for 90 days,
 [3] I'd just like to see everybody just take off
 [4] their coats and shirt sleeves and get in there
 [5] and start working on it to come up with something
 [6] better. And I would go along with something like
 [7] that, but I wouldn't go along with this --
 [8] CHAIRMAN ROSE: Well, that's what we were
 [9] supposed to be doing over the past month.
 [10] MR. CIRIELLO: When you say "we," who do you
 [11] mean?
 [12] CHAIRMAN ROSE: The Airport Authority and
 [13] Top Gun.
 [14] MR. CIRIELLO: Well, I wasn't involved.
 [15] Nobody told me anything about being --
 [16] CHAIRMAN ROSE: Well --
 [17] MR. CIRIELLO: -- in any of the meetings.
 [18] CHAIRMAN ROSE: Well, you were here at the
 [19] last meeting.
 [20] MR. CIRIELLO: Yeah. I was at the meeting,
 [21] but --
 [22] CHAIRMAN ROSE: I don't think you need to be
 [23] involved directly in those negotiations, Joe.
 [24] MR. CIRIELLO: Why not?
 [25] CHAIRMAN ROSE: I don't think it's your

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[1] some lease agreement. But if that's not going to
 [2] happen -- I mean, Mr. Moore did indicate he's
 [3] still dissatisfied with financial terms of the
 [4] lease, and I just want to make it -- you know,
 [5] some direction from you as to how you -- if he
 [6] has no intention of doing this at what we, he and
 [7] I had sat down and discussed and brought forward,
 [8] then, you know --
 [9] CHAIRMAN ROSE: Well, this is your
 [10] recommendation.
 [11] MR. WUELLNER: Yes, it is.
 [12] CHAIRMAN ROSE: But it's not been accepted
 [13] by Top Gun.
 [14] MR. WUELLNER: Well, I thought we had, but I
 [15] think we may -- he made the statement he still
 [16] did not like the financial part.
 [17] CHAIRMAN ROSE: We approved it and now
 [18] it's -- they can either reject it or accept it.
 [19] Is that the way --
 [20] MR. WUELLNER: Okay.
 [21] CHAIRMAN ROSE: Yes, sir?
 [22] MR. MOORE: Yeah. Now, I'm willing to work
 [23] with Ed. You know, we -- we've made progress on
 [24] this. But there's a lot of things that we still
 [25] haven't worked out. So, there's no agreement

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[1] place to do that.
 [2] MR. CIRIELLO: We're charged with running
 [3] this airport. We're management.
 [4] CHAIRMAN ROSE: Okay, Joe. All right.
 [5] There's a -- there's a motion on the floor.
 [6] Joe's made some suggestions. If you follow his
 [7] suggestions, we need to defeat the motion and do
 [8] what Joe recommends.
 [9] So, the first vote will be on the motion to
 [10] either accept it or reject Staff recommendation.
 [11] I'll call for a vote. All in favor, say aye.
 [12] MR. WATTS: Aye.
 [13] MR. LASSITER: Aye.
 [14] CHAIRMAN ROSE: Aye. Opposed?
 [15] MR. CIRIELLO: No.
 [16] CHAIRMAN ROSE: The motion is carried.
 [17] MR. WUELLNER: Is there --
 [18] CHAIRMAN ROSE: We move on then to --
 [19] MR. WUELLNER: Is there a time line by which
 [20] you want this facilitated?
 [21] CHAIRMAN ROSE: Well, your --
 [22] MR. WUELLNER: I say along the shortest
 [23] possible time line.
 [24] CHAIRMAN ROSE: Yeah.
 [25] MR. WUELLNER: I think it's important we get

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[1] from either side yet. But we're still
 [2] negotiating in good faith, and I think that's
 [3] what Ed is asking. You know, how much time do we
 [4] have to work on this? He's got some numbers on
 [5] the doors. Some other things that are unknown
 [6] yet. We -- we don't know.
 [7] CHAIRMAN ROSE: Well, I agree with
 [8] Mr. Ciriello, I think to carry this out and not
 [9] have -- you know, six months from now be right
 [10] back where we started. I think we need to
 [11] proceed with haste to get this resolved.
 [12] MR. WUELLNER: Well, the balance are largely
 [13] nonfinancial issues in the scheme of things. I
 [14] mean, they're not -- they're not involved in the
 [15] rental structure itself or the term of the lease.
 [16] They're --
 [17] CHAIRMAN ROSE: I would hope we'd have this
 [18] all resolved --
 [19] MR. WUELLNER: -- in many respects
 [20] maintenance items --
 [21] CHAIRMAN ROSE: -- before our next meeting.
 [22] MR. WUELLNER: -- and the like.
 [23] MR. LASSITER: Y'all are on a
 [24] month-to-month.
 [25] CHAIRMAN ROSE: Get it resolved before the

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[1] next meeting.
 [2] MR. MOORE: Yeah.
 [3] MR. LASSITER: Y'all are basically on a
 [4] month-to-month. Normally, it's a 15-day notice
 [5] on a month-to-month. So...
 [6] CHAIRMAN ROSE: Okay.
 [7] MR. MOORE: So, you're leaving it up to Ed
 [8] and I to decide what's good progress on this; is
 [9] that right?
 [10] CHAIRMAN ROSE: Yeah, but I want it -- I
 [11] want it resolved before the next meeting.
 [12] MR. WUELLNER: Do you want -- I guess that's
 [13] at the core of the question. Do you want a
 [14] finalized lease agreement back to you, or do
 [15] you -- along this, you authorized me to execute a
 [16] lease agreement that reflects these terms on, you
 [17] know, basically a standard form lease agreement
 [18] from that point forward. As you approved it,
 [19] it's not coming back to you. Is that -- is that
 [20] fine?
 [21] CHAIRMAN ROSE: No, I understand. I
 [22] understand.
 [23] MR. WUELLNER: Or are there other things you
 [24] want to see?
 [25] CHAIRMAN ROSE: No, it doesn't have to come

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[1] accepted the lease and the term in toto, but the
 [2] agreement is if you're trying to tie the lease to
 [3] these other things, then y'all have to work real
 [4] fast to get those hammered -- hammered out.
 [5] CHAIRMAN ROSE: Okay. Are we clear, Ed?
 [6] MR. WUELLNER: I think so.
 [7] CHAIRMAN ROSE: Okay. Next item is the
 [8] Prestige Refinishing lease.
 [9] 7.B. - LEASE ACTION - PRESTIGE REFINISHING
 [10] MR. WUELLNER: And that one was the simple
 [11] one. Basically, we sat down, made the suggestion
 [12] that the base rent would follow something similar
 [13] to what we proposed for North American Top Gun,
 [14] that being that in the event that a paint shop --
 [15] the paint shop left, that the lowest common
 [16] denominator use would be that of storage for the
 [17] facility, determine that to be base rent, so that
 [18] we know that in no situation would the facility
 [19] net less than -- than what it would get as a
 [20] storage facility in the event it were -- the
 [21] lease went away.
 [22] Then we looked at the four -- the sales of
 [23] the last five years, and using a straight line
 [24] linear regression model, calculated what the
 [25] future sales projections would be based on the

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[1] back to us.
 [2] MR. WUELLNER: All right.
 [3] MR. LASSITER: The question, I guess, that
 [4] begs to be asked here is, is that these
 [5] negotiations that forthwith are coming here, if
 [6] they are impactful of the financial side of this
 [7] thing; i.e., the rent agreements and the --
 [8] MR. WUELLNER: Clearly that's something that
 [9] comes back.
 [10] CHAIRMAN ROSE: Right.
 [11] MR. LASSITER: Yes. If -- if those are
 [12] reached at an impasse -- if -- if there's
 [13] good-faith negotiation going on and extends past
 [14] next meeting, but that the lease agreement, you
 [15] want to stay and you agree to the basics,
 [16] finances, and there's good faith, I -- I think we
 [17] should figure on executing and continuing
 [18] discussion on those outside items.
 [19] But if it comes to an impasse, what we don't
 [20] want to have is y'all execute a lease and then
 [21] come to an impasse on something else and,
 [22] Mr. Moore, you say, "Well, I'm sorry, but this is
 [23] unacceptable."
 [24] So, you have a real -- again, you have this
 [25] problem of if you accept the lease, you've

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[1] last five years of historical information.
 [2] That's presented in the left-most column of the
 [3] upper pink section, if you will. Those are not
 [4] real sales numbers; those are numbers generated
 [5] using a statistical model.
 [6] Then we tried to take the average of the
 [7] first five years' annual sales and subtract that
 [8] off, so that we phase in a fee-based system that
 [9] accounts for where he's built the business today
 [10] in the first five years by allowing a subtraction
 [11] of those average sales of \$157,000 and change,
 [12] owing a fee of a percent and a half of gross to
 [13] the balance of those sales for the first five
 [14] years.
 [15] After five years, for the next five-year
 [16] period, that -- that program is phased out. So,
 [17] we basically took the \$157,000, divided it by the
 [18] five years, and phased it over the next five
 [19] years, so that by year 10, the gross sales is
 [20] what the fee is paid on. There's no subtraction,
 [21] no deduction, no consideration for any other
 [22] exclusion from sales. So, it's based on that.
 [23] You can see that the average fee structure,
 [24] the right-hand-most column of the pink area,
 [25] continues to escalate because it becomes entirely

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[1] fee based. The actual rent to be paid would be a
[2] function of that base rental and the percentage
[3] of gross sales. A combination of blue and pink
[4] equals green in this case.

[5] Using the projections of sales, which again
[6] are hypothetical and based on forecast, you can
[7] see what the effective rental rates would be
[8] moving through it. So they're, you know,
[9] slightly higher than what they would be if it was
[10] strictly a base rent scenario.

[11] And you get -- I also added a couple of
[12] columns here on effective rental rate, as well as
[13] rent as a percent of annual sales. So, you get
[14] an idea of how they fit into a financial picture
[15] for the -- for the business side of it. And
[16] they're, in my opinion, well within normal
[17] business tolerances for -- for rental.

[18] And so I think, you know, we found an area
[19] that's -- or model or method here that's --
[20] that's reasonable. The fee portion is based on
[21] what he actually does in a year. Actually, it's
[22] based on what he does each month, because it
[23] would be applied on a monthly basis, so a good
[24] month, he'd pay more in fees; on a bad month,
[25] he's going to pay less in fees.

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[1] MR. MARTINELLI: My name's Victor
[2] Martinelli, and I live at 24 Carriage Lane in
[3] Ponte Vedra Beach. I just have one question.
[4] Ed, you talked about on a monthly basis. Would
[5] that be on a cash basis, an accrual basis, or
[6] how -- how do you -- how would you calculate
[7] that? That's the only question I have.

[8] MR. WUELLNER: I would suspect we'll do it
[9] on a cash basis based on his -- because I'm sure
[10] he's operating as a cash business versus on
[11] accrual. It's only people that are forced to do
[12] that like us.

[13] MR. MARTINELLI: Okay. But then you're
[14] familiar with the problems of a cash basis, and
[15] if you have a customer that you -- you sell to
[16] and he's delinquent for two months, and that
[17] doubles up with another guy, in the month that he
[18] pays, you're going to have skew or imbalance. I
[19] would just suggest that you level that somehow
[20] and do it on a six-month or three-month moving
[21] average kind of thing.

[22] MR. WUELLNER: Well, the reason we chose
[23] this method was to allow him to obviously defer
[24] the fees to the month in which he actually gets
[25] the money, not the month that he -- that he's

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[1] The annual base rent is a fixed function of
[2] his rent equation. That's not going to be
[3] subject to change. Again, after five years,
[4] though, I do want to point out, the first five
[5] years has the same setup as North American Top
[6] Gun and then it's CPI from that point forward.
[7] So, you know, you're looking at 2 percent as
[8] depicted on the -- on the table here.

[9] It ends up relatively comparable. It ends
[10] up a reasonable deal for the Authority where some
[11] of the business risk is shared; however, the
[12] Authority -- and as he does better, we do better
[13] in the rental equation, but still represents a
[14] base rent that's consistent with -- with the --
[15] with your grants and market valuation of the
[16] property, without being absolutely unreasonable.

[17] And it would be our recommendation we
[18] enter -- you know, approve those arrangements and
[19] authorize us to execute the new -- new lease
[20] agreement with Prestige again on the shortest
[21] time line. I'm trying to present that as simply
[22] as possible, but there are a lot of variables
[23] that are not -- we just simply guess at.

[24] CHAIRMAN ROSE: Is there any public comment
[25] on this issue?

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[1] billing it as such. And I'm -- you know, it
[2] allows him to pay it out when he gets the money,
[3] versus having it due before he can collect on it,
[4] which would happen --

[5] MR. MARTINELLI: On accrual basis. Well,
[6] I'm not suggesting accrual. I'm just suggesting
[7] like a three-month moving average or something.

[8] MR. WUELLNER: Well, clearly, we've got to
[9] make a provision in the lease to average it over
[10] the year, just -- just to clean it up. I mean, I
[11] don't think it effectively changes a thing in
[12] terms of the basic terms. It's just writing, you
[13] know, how we grasp --

[14] MR. MARTINELLI: I just had that question to
[15] understand.

[16] MR. WUELLNER: That's a good question.

[17] CHAIRMAN ROSE: Thank you.

[18] MR. MARTINELLI: Thank you.

[19] CHAIRMAN ROSE: Any other comment?

[20] (No comment.)

[21] CHAIRMAN ROSE: Board comment? Joe?

[22] MR. CIRIELLO: Well, I was going to keep my
[23] mouth shut, but it's hard to do. It would seem
[24] silly for me to go and vote no on the previous
[25] proposal and vote yes for this one, but I'm going

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[1] to do that, mainly because unless somebody wants
 [2] to tell me I'm all messed up in the head, I think
 [3] that Mr. Evans was more willing to work to make a
 [4] proposal that was fair both to him and the board
 [5] than Mr. Moore. But -- and just because of that
 [6] little idio -- idiocy (sic), I'll probably vote
 [7] yes if somebody makes a motion for this, but I
 [8] just wanted you to know why I voted no on one and
 [9] I'll vote yes on the other. That's all I've got
 [10] to say.
 [11] CHAIRMAN ROSE: Okay. Thank you. Any other
 [12] comment?
 [13] MR. WATTS: Mr. Chairman, I think what we
 [14] need to do is -- is, you know, a while ago when
 [15] we made the motion and we voted on it, I think
 [16] what we need to do is to let Ed basically just
 [17] use his suggestions to go along with to get this
 [18] settled. In other words, the board, I feel like,
 [19] should just go ahead and make the vote and turn
 [20] it over to Ed and let him finish it and do the
 [21] same time period.
 [22] CHAIRMAN ROSE: The detail of the agreement
 [23] would be --
 [24] MR. WATTS: Exactly.
 [25] CHAIRMAN ROSE: -- worked out.

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[1] the letter received from Dennis France as the
 [2] president and -- slash owner of Fly-By Cafe.
 [3] As you have probably become aware of, that
 [4] business is currently closed, and they have
 [5] requested that the Airport Authority purchase the
 [6] restaurant-related assets and then allow us from
 [7] that point forward to lease a furnished
 [8] restaurant to other -- any other interested party
 [9] relative to this.
 [10] We, based on information provided to us,
 [11] have determined the improvements and
 [12] equipment-related price at about \$130,000.
 [13] The loss-of-business damages that he's
 [14] asserting in his letter, which are primarily
 [15] construction-related, some of which is not really
 [16] the Authority's obligation and responsibility --
 [17] as you're aware of, U.S. 1 is in the process of
 [18] being rehabilitated along -- along the area in
 [19] front of the airport, as well as most of the
 [20] stretch here. And while we could certainly agree
 [21] that there has been some curtailing of close-in
 [22] parking as a result of our construction efforts,
 [23] it's not without inconvenience to the majority of
 [24] airport users, at the least, this current time.
 [25] Requested business damages as made --

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[1] MR. WATTS: Exactly.
 [2] CHAIRMAN ROSE: Yeah. Do I have a motion?
 [3] MR. WATTS: Yes, sir. I'd like to make a
 [4] motion that we approve Staff's recommendation for
 [5] item 7.B. for Prestige Refinishing to go along
 [6] with their recommendation on establishing the
 [7] lease for this.
 [8] CHAIRMAN ROSE: Do I hear a second?
 [9] MR. LASSITER: I'll second.
 [10] CHAIRMAN ROSE: Any further board comment?
 [11] (No comment.)
 [12] CHAIRMAN ROSE: We'll vote. All in favor,
 [13] say aye.
 [14] MR. LASSITER: Aye.
 [15] MR. WATTS: Aye.
 [16] CHAIRMAN ROSE: Aye.
 [17] MR. CIRIELLO: Aye.
 [18] CHAIRMAN ROSE: Opposed?
 [19] (No opposition.)
 [20] CHAIRMAN ROSE: The motion is carried.
 [21] We'll move on to the Fly-By Cafe tenant request.
 [22] Ed?
 [23] 7.C. - TENANT REQUEST - FLY-BY CAFE
 [24] MR. WUELLNER: It's lease -- lease month, I
 [25] guess, here. We have a -- or you have a copy of

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[1] asserted by the letter were that of about
 [2] \$25,000. They also at this point have an accrued
 [3] balance with us in nonrent fees of about \$7,500.
 [4] And to sum it all up, it was our estimation
 [5] that if you deleted the -- some of the effect of
 [6] the alleged harm done by construction or loss of
 [7] business damages, effectively eliminated the fees
 [8] that we -- that are currently owed to us and
 [9] presented a cash recommendation or a cash figure
 [10] to the owner to purchase the restaurant assets
 [11] and eliminate the lease agreement as it sits
 [12] today of \$145,000.
 [13] What we would -- if the Authority determines
 [14] that this to be in their best interest, what we
 [15] would propose to do is place a -- a very
 [16] short-duration request for proposals on the
 [17] street to anyone interested in operating a -- a
 [18] restaurant facility on the airport out for a
 [19] minimum period of time so that we could make some
 [20] determination back to this board to award an
 [21] operating agreement, for lack of better terms, a
 [22] lease/operating agreement, at your December
 [23] meeting so that we could get the restaurant open
 [24] and operating as soon as possible.
 [25] There are companies, as we understand it,

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[1] who have already expressed interest in renting a
 [2] furnished facility, but for what -- you know, the
 [3] restaurant business is notoriously capital
 [4] intensive and you're asking somebody to take a
 [5] risk based on -- plus, you still have assets up
 [6] there that belong to somebody else in the lease
 [7] agreement that, if he decides to pay, is valid.

[8] He has actively been trying to sell the
 [9] business. You have a copy of that information in
 [10] here, too, where they show the valuation of the
 [11] restaurant at \$190,000. Whether that's
 [12] ultimately what it would net if it eventually
 [13] sells is beyond my ability to predict.

[14] But we do believe that the existing rent
 [15] calculation could be brought up to over \$3,000 a
 [16] month, earning \$20 a square foot range with a
 [17] facility that's fully capable of operating today
 [18] with fixtures and equipment and the like, versus
 [19] having someone else do that.

[20] CHAIRMAN ROSE: You're confident that there
 [21] are -- that there are businesses ready to provide
 [22] a proposal to us on that.

[23] MR. WUELLNER: Yes, sir. I wouldn't have it
 [24] here if I wasn't that confident.

[25] CHAIRMAN ROSE: Public comment?

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[1] MR. WUELLNER: Well, we're pretty close into
 [2] this, but he has up to this point. What is owed
 [3] us is from a while back, and it had to do with
 [4] the transfer of electric and other maintenance
 [5] fees that were in the lease agreement. It was
 [6] non -- nonrent based that accrued over time. He
 [7] just simply can't come over that hump with us.
 [8] He's -- he made progress on it, but it's -- it's
 [9] not there.

[10] MR. LASSITER: Is -- is there any -- any
 [11] hope that he will sell the business? What I --
 [12] what I'm basically saying is, is that we operate
 [13] airports; we don't operate restaurants.

[14] And restaurants, having one right now
 [15] running and had some in the past, they are truly
 [16] a black hole when it comes to time, effort,
 [17] money, et cetera. And the survival rate of
 [18] restaurants are slim, unless you have an
 [19] exceptionally good operator. For us to step in
 [20] and take over something as far afield as that, I
 [21] have some severe reservations.

[22] MR. WUELLNER: Well, I'm not going to be in
 [23] the restaurant business. I grew up in it and
 [24] have no intention of reentering it.

[25] MR. LASSITER: Yeah. Well then, you know

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[1] (No public comment.)

[2] CHAIRMAN ROSE: Board comment?

[3] MR. LASSITER: Do you want me to go first?

[4] CHAIRMAN ROSE: Go ahead.

[5] MR. LASSITER: Ed, I -- I have some
 [6] reservations about doing this. I -- I realize
 [7] that this is an asset to the airport to have a
 [8] restaurant here. I have some questions in the
 [9] lease originally where leasehold improvements to
 [10] be removed if he left. How is that -- usually
 [11] attached leasehold improvements are, at the
 [12] discretion of the lessor, either retained or
 [13] removed.

[14] MR. WUELLNER: I don't recall the specifics.
 [15] You're correct that in the -- normally they would
 [16] become the Authority's at the end of the lease
 [17] term, which would be way out there under normal
 [18] terms. If he sold the lease or sold his
 [19] business, you know, effectively the Authority's
 [20] out of the equation and is just honoring the
 [21] lease agreement that would be in place over the
 [22] next --

[23] MR. LASSITER: That's my next question. Is
 [24] the gentleman continuing to pay his rent, even
 [25] though his stores are closed?

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[1] that if -- if we are able to attract somebody
 [2] with leaseholds, if this gentleman wants to -- to
 [3] be out of this business, he will attract someone
 [4] himself. And I would prefer not us be the
 [5] procuring cause on getting somebody in there
 [6] versus let him do it. The risk/rewards in
 [7] business are just that. There is -- that's why
 [8] there's two words in there, risk and reward. And
 [9] I -- I have some reservations about us doing
 [10] that.

[11] At the same time, if there is -- is this
 [12] particular space reserved for restaurant use
 [13] only?

[14] MR. WUELLNER: Meaning, could someone come
 [15] up and --

[16] MR. LASSITER: Could someone else come up
 [17] and move their office space in there?

[18] MR. WUELLNER: Remodel it back to what it
 [19] was.

[20] MR. LASSITER: Exactly.

[21] MR. WUELLNER: Keep in mind, you still have
 [22] the second-floor office space.

[23] MR. LASSITER: I realize that. But if it --
 [24] if it comes available, does it have to be a
 [25] restaurant?

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[1] MR. WUELLNER: No.
 [2] MR. LASSITER: Okay. Knowing that a
 [3] restaurant has definite advantages for y'all, but
 [4] at the same token, for us to -- and generally, in
 [5] restaurant equipment, and you probably know this
 [6] as well, is once it comes out of the package and
 [7] is used, the value goes about 90 percent
 [8] depreciation immediately.
 [9] So, if we're buying this stuff 50 cents on
 [10] the dollar, we're paying too much, as they say.
 [11] But that's -- that's a different side. If you
 [12] feel it is absolute as -- as the operations
 [13] person here, absolutely necessary to do this,
 [14] then that's -- that weighs a little bit.
 [15] MR. WUELLNER: Well, part of this is
 [16] obviously a policy and direction decision, in
 [17] that, you know, we have an asset in -- in the
 [18] second floor that's -- that's been developed as a
 [19] restaurant space and it's, as it sits today, not
 [20] being used because it's not open.
 [21] Yeah, I mean, the ideal situation was for a
 [22] private buyer to come up. The business has been
 [23] listed for several months for the purposes of
 [24] unloading the assets, you know, basically the
 [25] \$190,000, which would acquire the equipment

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[1] restaurant business?
 [2] MR. WUELLNER: No. We -- we own the
 [3] equipment and facilities necessary to operate a
 [4] restaurant. But we -- don't misunderstand me;
 [5] we -- the Authority was never proposing to be a
 [6] restaurant.
 [7] MR. CIRIELLO: Do we get the liquor license
 [8] and everything that goes with it?
 [9] MR. WUELLNER: That would be a call.
 [10] Right -- no, we would not acquire a liquor
 [11] license as a part of this, no. Direct answer.
 [12] MR. CIRIELLO: I'm kind of in the same mind
 [13] as Mr. Lassiter. Buying a lot of used restaurant
 [14] equipment doesn't sound too good, but if -- if
 [15] you have somebody you say that you're almost sure
 [16] is going to come in here in December, why don't
 [17] they do all the negotiating with this guy and buy
 [18] the stuff?
 [19] MR. WUELLNER: I think his position --he'd
 [20] just like to be done with it and gone. If they
 [21] do it with him, he's tied -- continues to be tied
 [22] to the lease agreement.
 [23] MR. CIRIELLO: Well, if we don't go along
 [24] with this and say no, and Mr. France leaves, that
 [25] means he can take all the equipment out of there

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[1] and -- and the business.
 [2] The short term is it's -- you know, who
 [3] knows whether somebody's going to walk up with
 [4] \$190,000 to take care of that problem and assume
 [5] our lease agreement and -- and move on. We're --
 [6] we're trying also to -- short term, you know, is
 [7] to put somebody in there on a much quicker pace
 [8] than that, too. He retains the option, in
 [9] absence of this, to lease the facility to
 [10] somebody else, and in a sense, act as a broker
 [11] for the business out of it, too. You know,
 [12] without going over the lease specifically, we may
 [13] or may not even have approval of what was placed
 [14] in it.
 [15] MR. LASSITER: But at the same token, he
 [16] must maintain his payments to the Airport
 [17] Authority as far as the --
 [18] MR. WUELLNER: Sure. Otherwise --
 [19] MR. LASSITER: If he doesn't then --
 [20] MR. WUELLNER: -- we'd acquire it in another
 [21] manner.
 [22] MR. LASSITER: Yeah.
 [23] CHAIRMAN ROSE: Joe?
 [24] MR. CIRIELLO: Yes. If we buy this stuff,
 [25] does that technically mean we're in the

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[1] and end up -- we'll end up with an empty room and
 [2] then we can then move forward with and try to
 [3] make some money on.
 [4] MR. WUELLNER: In the absence of him being
 [5] able to sell it successfully or sublease it
 [6] successfully, then I would suspect at some point,
 [7] the assets will be liquidated to some creditor
 [8] that would be out there, and we'll be stuck with
 [9] just the vacant space again and looking for a
 [10] restaurant.
 [11] MR. CIRIELLO: Well, what I'm getting it, we
 [12] will end up with an empty room that we can use.
 [13] MR. WUELLNER: In theory, yes.
 [14] MR. LASSITER: Ed, how much square footage
 [15] are we talking about?
 [16] MR. WUELLNER: It's about 1,800 total square
 [17] foot in the lease. It's -- it's one of those
 [18] awkward size. It's not --
 [19] MR. LASSITER: He has inferred -- or not
 [20] inferred. He spoke that his business has been
 [21] damaged because of no parking? Is that --
 [22] MR. WUELLNER: Construction-related.
 [23] MR. LASSITER: -- construction-related? But
 [24] that's -- then the burden, everyone knew that
 [25] this was coming and the burden was shared by

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[1] everybody there.

[2] MR. WUELLNER: Right. Everybody in that
[3] terminal area has certainly felt the effects of
[4] that construction, yes, and continues to at this
[5] point.

[6] We do -- the conversations with Grumman,
[7] just generally on the topic, we're supposed to
[8] have the final revised lease agreement over there
[9] to get that corner back and allow that to be in
[10] here. It was -- it's supposed to be this here
[11] this week. It was supposed to be here last week.
[12] So, he told me two weeks ago it would be here,
[13] so...

[14] CHAIRMAN ROSE: Dennis, have you got
[15] anything?

[16] MR. WATTS: I have a question. You were
[17] mentioning about someone else that may be
[18] interested in taking it over. Would they, say if
[19] the board did pass going along with Staff's
[20] recommendation on this, to negotiate the sale of
[21] the price -- or the equipment to that new person?

[22] MR. WUELLNER: I think that -- that's
[23] certainly a possibility. It could be done
[24] over -- you know, as a rental issue or a rental
[25] deduction, a credit back to them. There are a

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[1] lot of ways that the Authority can deal with it.

[2] I think all it -- us owning the assets
[3] initially just simply allows the whole thing to
[4] happen a whole lot quicker than if it goes a
[5] normal course and the business itself formally
[6] fails, the assets are liquidated. It takes a
[7] period of time. Depending on how he liquidates
[8] the business in bankruptcy and the like, it could
[9] be that we could be a year or more until we can
[10] have the use of our property back up there and
[11] any revenue stream on it.

[12] This -- while, you know, I don't want to be
[13] one to bail out our businesses on the airport,
[14] this -- this is a significant attraction item on
[15] the airport. My use or suggestion that we use an
[16] RFP method or a qualification and experience-type
[17] method of determining who would be best to
[18] operate it would in effect try to eliminate, you
[19] know, just anybody from trying to come and lease
[20] it or first in the door leasing it. It would try
[21] to qualify it to some people who truly understand
[22] the restaurant businesses, and as Mr. Lassiter
[23] pointed out, the risk/reward portion of it so
[24] that -- so that it has the best chance of
[25] financial success.

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[1] MR. WATTS: Well, the next question is:
[2] With the situation with the parking, do you think
[3] it'd be advantageous to come up with the board --
[4] or either Staff or the board to make some kind
[5] of -- you know, with the parking situation to --
[6] I don't know what I'm exactly --

[7] MR. WUELLNER: Some of the parking, you
[8] know, is going to correct itself with the
[9] completion of the terminal construction. We also
[10] add some parking in the -- in the scheme. The
[11] project itself added some spaces. It didn't add
[12] a lot, but added some.

[13] You know, we worked somewhat closely with
[14] the FBO to -- to get our -- the rental car spots
[15] and the public spots and the like allocated such
[16] that they maximize the short-term user, and it
[17] placed a three-hour limit close in to the
[18] terminal to do that.

[19] Frankly, it's just been more expensive and
[20] trouble to enforce a three-hour parking, you
[21] know, to literally get out there and watch
[22] somebody for three hours and make sure they move
[23] it. And I'm sure we have people that are abusing
[24] that daily. I think the parking situation takes
[25] care of itself.

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[1] The other damages part, you know, we have
[2] certainly a piece of that, but we're not entirely
[3] to blame for the -- the construction-related
[4] damages related to that. It's going to be --
[5] it's just as equally a problem with the U.S. 1
[6] construction project. People can't even cross
[7] the median at certain times of day or have had
[8] that problem.

[9] MR. WATTS: Thank you.

[10] CHAIRMAN ROSE: Is that it, Dennis?

[11] MR. WATTS: Yes. Thank you.

[12] CHAIRMAN ROSE: Ed, I just have one quick
[13] question. The \$130,000 you show as the purchase
[14] price of the improvements and equipment, have
[15] we -- what have we discounted that to? I mean,
[16] are we paying -- looks to me like we're still
[17] going to be paying about three-quarters of the
[18] cost of that equipment; is that right, if we buy
[19] this?

[20] MR. WUELLNER: Well, it's not only
[21] equipment; it's the construction improvements
[22] that were in place. They had all of the
[23] construction of the kitchen and bar facility and
[24] the table setup, the raised platform, and all of
[25] that that was required.

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[1] CHAIRMAN ROSE: Well, we have a -- we have a
[2] recommendation then from Staff to authorize them
[3] to -- it's \$145,000 to buy the -- to buy out
[4] the -- the present tenant and then to generate an
[5] RFP to get another operator in here as soon as
[6] possible. So, that's one -- that's one
[7] alternative.

[8] All of you have discussed the possibility of
[9] letting Mr. France be responsible for selling the
[10] equipment and paying everything off and leaving
[11] us with essentially an empty space to, if that's
[12] the alternative -- which you say would take
[13] probably about a year, Ed?

[14] MR. WUELLNER: Well, I'm not saying that --

[15] CHAIRMAN ROSE: So, we have a -- I would
[16] entertain a motion to either accept then or
[17] reject the Staff recommendation, which is to buy
[18] the equipment and improvements at \$145,000.

[19] MR. WUELLNER: You're also free to come up
[20] with your own number there.

[21] CHAIRMAN ROSE: What?

[22] MR. WUELLNER: You're also free to come up
[23] with your own number. That's -- I just tried to
[24] explain the logic I had in getting there. You're
[25] welcome to apply your own.

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[1] and talked with you or found out the disposition
[2] of the present operator in there, this might be
[3] something we -- we want to look at a different
[4] way.

[5] MR. WUELLNER: Okay.

[6] MR. LASSITER: And this may be that I need
[7] to just sit down and talk to you or you need to
[8] talk to each one of us and kind of fill in the
[9] holes on this thing, because there's some holes
[10] here.

[11] If the gentleman's business has improved
[12] dramatically each time, that -- that may lend
[13] credence to his damage theory. Or if it's not,
[14] if it's been rather flat -- I'm in the business
[15] of food and hospitality, and I can tell you it's
[16] not -- it's not fun out there for anybody right
[17] now. And it hasn't been for a while. We've seen
[18] some regression in this thing.

[19] CHAIRMAN ROSE: Charles, are you suggesting
[20] that we -- that we hold off any further action on
[21] this issue until you have a chance to --

[22] MR. LASSITER: No. I -- I think that we owe
[23] this gentleman a little more than a cursory
[24] review of a few days of looking at a proposal --

[25] CHAIRMAN ROSE: Yeah.

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[1] MR. CIRIELLO: I make a motion to reject
[2] this buying the equipment. I don't want to end
[3] up having a bunch of used equipment hanging
[4] around and trying to worry about getting rid of
[5] it. There's no guarantee that we'll have
[6] somebody in here using it by December.

[7] CHAIRMAN ROSE: Is there a second to that
[8] motion?

[9] MR. LASSITER: I'll second.

[10] CHAIRMAN ROSE: Is there any discussion on
[11] that?

[12] (No discussion.)

[13] CHAIRMAN ROSE: Okay. I'll call for a vote.
[14] All in favor of Mr. Ciriello's motion to reject
[15] Staff recommendation, say aye.

[16] MR. WATTS: Aye.

[17] MR. LASSITER: Aye.

[18] CHAIRMAN ROSE: Aye.

[19] MR. CIRIELLO: Aye.

[20] CHAIRMAN ROSE: Motion is carried.

[21] MR. LASSITER: May I make a comment?

[22] CHAIRMAN ROSE: Recommendation. Yes.

[23] MR. LASSITER: I think, Ed, what -- what --
[24] I'm looking at this thing, and having got my
[25] agenda just the other day and not really sat down

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[1] MR. LASSITER: -- here and some tax returns.
[2] And in -- in respect to his problems in the
[3] business, I'm familiar with what's going on.

[4] CHAIRMAN ROSE: Yeah.

[5] MR. LASSITER: And what I'd like to do is
[6] talk to Ed, and maybe Ed would like to speak to
[7] us individually and maybe enlighten us a little
[8] more than sitting up here and trying to delve
[9] through this thing. And that's what I'm saying.

[10] CHAIRMAN ROSE: I'm going to suggest that
[11] we -- we don't discuss this issue any further at
[12] this point.

[13] MR. LASSITER: Right.

[14] CHAIRMAN ROSE: And we ask that you put it
[15] on the agenda for the next meeting, Ed.

[16] MR. WUELLNER: Okay.

[17] CHAIRMAN ROSE: Give us an opportunity to
[18] work on it.

[19] Interlocal agreement, impact fees.
[20] Mr. Wuellner?

[21] 7.D. - INTERLOCAL AGREEMENT - IMPACT FEES

[22] MR. WUELLNER: As you were aware of, we
[23] requested a temporary deferment of impact fees
[24] with the county, which they agreed to enter into
[25] a local agreement -- interlocal agreement with

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[1] the Airport Authority relative to that.
 [2] It requires us to take some specific actions
 [3] relative to resolving the matter, and I'm going
 [4] to let -- if she doesn't mind jumping in here --
 [5] explain what we're doing with this, but I think
 [6] it ultimately goes toward us generally agreeing
 [7] with each other to resolve this thing in a proper
 [8] legal venue and be done with it. It's just kind
 [9] of our agreement to agree to move forward jointly
 [10] and on the same page. Please.

[11] MS. BLOODWORTH: If you want me to expand on
 [12] that, all this is, is the memorialization of what
 [13] the County Commission charged their attorney with
 [14] doing, and that's just to negotiate the terms of
 [15] an agreement that enables the airport to delay
 [16] the payment of impact fees until you have the
 [17] opportunity to get a ruling from the Federal
 [18] Court on whether or not paying the impact fees
 [19] violates FAA policies for how you spend airport
 [20] revenue.

[21] And once we ask the Court for a declaratory
 [22] ruling to say, yes, it is a violation, or no, it
 [23] isn't a violation, then this agreement terminates
 [24] and we move forward to determine whether you ever
 [25] pay impact fees or you pay them immediately.

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[1] Further complicating the issue is that the
 [2] Authority was constituted for the only -- only
 [3] the purpose of running and managing the airport,
 [4] and as a part of that, that constitution, if you
 [5] will, or that charter, is the ability to assess
 [6] ad valorem taxes.

[7] At the core of this disagreement, if you
 [8] will, if it were simply what we earn on the
 [9] property, I think it's -- there's a lot of case
 [10] law that supports exactly our position, if it
 [11] were just simply revenue derived on the property,
 [12] that it would not be able to be diverted to the
 [13] county except in some very specific instances.

[14] The ad valorem issue was brought up by the
 [15] County Attorney's office as being not subject to
 [16] those same conditions of revenue on the airport.
 [17] We asked FAA for an interpretation on that. They
 [18] came down with a decision that agrees with us;
 [19] because of the way the Authority's created its
 [20] ability to assess ad valorem only for the purpose
 [21] of administering and developing the airport
 [22] consistent with federal guidelines, their
 [23] determination is that that money represents
 [24] revenue to the airport in their definition, and
 [25] as such has the same limitations as a lease

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[1] This has been, and I think it indicates on
 [2] the agenda item, that the County Attorney,
 [3] Mr. Sisco, has approved this form. Once y'all
 [4] vote on it, if you vote to approve it, then it
 [5] would be presented to the County Commission again
 [6] at their next meeting to ask for their signature
 [7] on the agreement.

[8] CHAIRMAN ROSE: Mr. Sisco's been involved in
 [9] this --

[10] MS. BLOODWORTH: All along.

[11] CHAIRMAN ROSE: -- preparation of this
 [12] draft.

[13] MS. BLOODWORTH: Yes. I think Mr. Bryant is
 [14] aware of the action of the County Commission in
 [15] terms of approving the agreement.

[16] MR. WUELLNER: Essentially, you know, just
 [17] to bring you back up to speed, the -- the county
 [18] has an ordinance that requires the payment of
 [19] impact fees, which no one is excluded from.

[20] The problem we have is that we have federal
 [21] grants, and the deed related to the property has
 [22] some restrictions on the use of revenue as it's
 [23] derived on the property. If it's earned on the
 [24] property, there are some very specific
 [25] restrictions.

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[1] dollar that we earned on the airport.

[2] The county believes that to be in error.
 [3] They believe FAA's belief that ad valorem tax
 [4] money is revenue is in error. It's public money
 [5] and can be allocated as you see fit and it's not
 [6] subject to those rules.

[7] That's essentially what we're asking to
 [8] resolve, is that in the interim, instead of
 [9] holding up projects from certificates of
 [10] occupancy and the like while we all argue the
 [11] merits of whether it's revenue or not revenue and
 [12] subject to and not subject to, that -- that they
 [13] defer the collection of it.

[14] We're not saying we don't owe it at this
 [15] point; we're just simply saying, with them,
 [16] they'll agree not to hold up our project
 [17] completions for impact fees. In the event the
 [18] Court determines the Authority is subject to
 [19] that, we pay the impact fees, life goes on. In
 [20] the event it's not, then it presents really the
 [21] county with an interesting problem of resolving
 [22] the conflict within their impact fee ordinance
 [23] with us, if that exists.

[24] CHAIRMAN ROSE: Is there any public comment?
 [25] (No public comment.)

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[1] CHAIRMAN ROSE: Board comment?

[2] MR. LASSITER: How long?

[3] MR. WUELLNER: Well, let's see. The

[4] expedited state one is still ongoing.

[5] MS. BLOODWORTH: This one gets filed in

[6] Federal Court as opposed to state court, and so

[7] hopefully, their docket is a little bit

[8] different.

[9] The other concern is that it's not the -- it

[10] doesn't mimic the adversarial nature of the

[11] earlier one you all have experience with. We're

[12] all looking for the answer. No one is doing

[13] discovery. There will be no depositions. It's

[14] not the prolonged process that you might think

[15] about in litigation.

[16] We have built into the interlocal agreement

[17] an obligation to file the action by December 31.

[18] We've already started working on the draft of

[19] that lawsuit and will definitely meet that

[20] deadline, if not exceed it, and get it filed

[21] earlier.

[22] But to predict what the Federal Court will

[23] do in terms of how long they take to rule is like

[24] trying to predict the state court. We don't have

[25] control over that element.

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[1] to pay.

[2] CHAIRMAN ROSE: Okay.

[3] MR. WUELLNER: It's just consistent with the

[4] rules.

[5] CHAIRMAN ROSE: Item E. Bid award for the

[6] self-fueling facility.

[7] 7.E. - BID AWARD - SELF-FUELING FACILITY

[8] MR. WUELLNER: You have a letter from Earth

[9] Tech summar -- and a copy of the bid summary

[10] relative to construction of the self-fuel

[11] facility. You have a low bid recommendation to

[12] Universal Petroleum for \$178,000 -- see if I can

[13] find it written cleaner -- \$178,395 for that

[14] construction.

[15] And recommendations from the engineering,

[16] our engineering consultant and Staff to award to

[17] Universal Petroleum in that amount. I did

[18] provide you, just for another FYI, based on

[19] today's current price from the last time, what

[20] those -- those numbers plug back into the

[21] spreadsheet on. So, those of you that want to

[22] review that part of it again before making a

[23] decision, it's there.

[24] CHAIRMAN ROSE: Is there any public comment?

[25] (No comment.)

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[1] CHAIRMAN ROSE: All right. Well, I'll

[2] entertain a motion to --

[3] MR. LASSITER: Make a motion that we approve

[4] the pursuit of the interlocal agreement on impact

[5] fees.

[6] CHAIRMAN ROSE: Okay. Do I have a second?

[7] MR. WATTS: I second it.

[8] MR. CIRIELLO: Second.

[9] CHAIRMAN ROSE: I have a motion and a second

[10] that we approve the interlocal agreement

[11] concerning impact fees as provided by

[12] Mr. Wuellner. All in favor, say aye.

[13] MR. CIRIELLO: Aye.

[14] MR. LASSITER: Aye.

[15] CHAIRMAN ROSE: Aye.

[16] MR. WATTS: Aye.

[17] CHAIRMAN ROSE: Opposed?

[18] (No opposition.)

[19] CHAIRMAN ROSE: Motion is carried.

[20] MR. WUELLNER: If I could just add one

[21] little side note, because I don't want anybody

[22] thinking that it's the Authority not wanting to

[23] pay impact fees. It's -- it's -- at the core of

[24] this is the Authority's ability legally to pay

[25] impact fees. It's not our desire to pay or not

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[1] CHAIRMAN ROSE: Board comment or questions?

[2] MR. LASSITER: Go ahead.

[3] MR. CIRIELLO: Go ahead. I'll go last.

[4] MR. LASSITER: I just was going to make a

[5] comment in that the -- Mr. Slingluff made comment

[6] that he would -- they are building their -- is

[7] this going to be a competing center?

[8] MR. WUELLNER: It was news to me, too.

[9] MR. LASSITER: Have we got any feedback from

[10] that source?

[11] MR. WUELLNER: I have not had any

[12] communications about a self-fuel from them.

[13] That's --

[14] MR. LASSITER: Okay.

[15] MR. SLINGLUFF: If I may, please. We -- we

[16] are interested in installing a self-serve fuel

[17] system for the customer base that is requesting

[18] that at this time. We had also requested to be

[19] kept informed on the bid process for a

[20] self-fueling facility here at the airport and

[21] received nothing on that. And the first -- first

[22] we knew that the bids were being awarded was in

[23] the -- when we received our packet on Friday, on

[24] the airport here.

[25] We did receive -- we've had three different

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[1] companies come in, give us quotes for basically a
 [2] turnkey operation, and we're working with our
 [3] current fuel wholesaler, who will be helping us
 [4] with that facility.
 [5] CHAIRMAN ROSE: Okay. Thank you. Joe?
 [6] MR. CIRIELLO: Mr. Chairman, I was just
 [7] wondering -- of course, I know it wasn't a hard
 [8] fact, but I think when we kicked this issue
 [9] around a few months back, that \$165,000 is what
 [10] somebody thought it would take to install this
 [11] facility. And now the lowest bidder is \$178-
 [12] Of course, that's only \$13,000 or so more, which
 [13] is a mere pittance. But at the time, when we
 [14] kicked this around, I wasn't in favor of this
 [15] Authority being in the gasoline business, and I'm
 [16] still not. And I voted against it.
 [17] But my question, Ed, is in light of Aero
 [18] Sport looking into the idea they may install
 [19] self-fuel, is there anything in the law or
 [20] anything that says we can't delay awarding this
 [21] bid until we find out definitely what they're
 [22] going to do? Because I'm sure we don't want to
 [23] be competing with self-fuel if they're going to
 [24] have it.
 [25] MR. WUELLNER: I think the only way, you

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[1] know, personally I would support delaying any
 [2] decision on it would be if they were to present
 [3] satisfactory written contract to construct such a
 [4] facility within a specified period of time.
 [5] If not, then I -- you know, I don't think
 [6] the situation's changed. They've been
 [7] considering self-fuel for as long as I've been
 [8] here. It usually meets with a determination it's
 [9] not cost-effective for them to do it, and as a
 [10] result it's still not here. That's entirely up
 [11] to them.
 [12] MR. CIRIELLO: But can we delay awarding
 [13] this bid, is what my question is.
 [14] MR. WUELLNER: We have -- what do we have,
 [15] 60 days?
 [16] MR. THOMPSON: At least 60 days.
 [17] MR. WUELLNER: Maybe 60 or 90 days, is the
 [18] maximum duration we have to award within the --
 [19] the advertisement --
 [20] CHAIRMAN ROSE: To accept this bid.
 [21] MR. WUELLNER: Yeah.
 [22] MR. CIRIELLO: And then if we didn't do that
 [23] within the 60, then we'd have to rebid it.
 [24] MR. WUELLNER: You'd have to rebid it in
 [25] order to do it.

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[1] MR. LASSITER: I think that there was a cost
 [2] associated with bringing it to this point, isn't
 [3] there? We've expended funds to bring it to this
 [4] point?
 [5] MR. WUELLNER: You do have
 [6] engineering-related fees. I don't think they're
 [7] on this, but you approved them in a prior --
 [8] MR. LASSITER: So, this would be 60 days.
 [9] In effect, we would have possibly two meetings
 [10] before we would have to act on this?
 [11] MR. WUELLNER: If you waited the full 60
 [12] days, yes, sir. You may have 90. He's looking
 [13] it up now.
 [14] MR. LASSITER: Okay.
 [15] MR. CIRIELLO: Well, there wouldn't be any
 [16] reason why, if time was going to be of the
 [17] essence, that a meeting couldn't be called, like
 [18] an emergency meeting or something, to come in to
 [19] make a decision so we don't run out of the --
 [20] MR. WUELLNER: You could have a special --
 [21] MR. CIRIELLO: -- time.
 [22] MR. WUELLNER: -- meeting to deal with the
 [23] time line if you wanted to, yes. I think you
 [24] have at least -- probably at least two meetings
 [25] that it would fit normally between that time,

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[1] maybe three.
 [2] MR. CIRIELLO: Could -- go ahead.
 [3] CHAIRMAN ROSE: No, go ahead.
 [4] MR. CIRIELLO: No, Charles was going to --
 [5] MR. LASSITER: No, I was just going to say
 [6] that we want to provide with the fixed-base
 [7] operator -- I think very early in this game, we
 [8] said, you know, you guys, we really don't want to
 [9] do this, but if you're not going to do it, we're
 [10] going to do it.
 [11] And -- but at the same token, I still think
 [12] that I follow what Joe says; this is a
 [13] money-making potential, but it is a risk/reward
 [14] again, and quite frankly, they're in the
 [15] risk/reward business more than we are, that if
 [16] they do it and they do it reasonably with
 [17] reasonable cost to the Pilots Association and the
 [18] people involved, so be it. But if they're not,
 [19] then I feel that we definitely owe the users of
 [20] this facility the facility, as we have said.
 [21] So, I would say the only thing I would do is
 [22] delay 30 days, next meeting, bring it back, and
 [23] if there's no hard numbers here with a flow, time
 [24] line flow, then I think we should go ahead and
 [25] move this thing along. That's my position. I --

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[1] or maybe I'm being too lenient. Maybe we've
[2] given them too many opportunities, but again, I
[3] feel that that's --

[4] CHAIRMAN ROSE: Ed, the -- the discussion
[5] when we originally made the decision to go with
[6] the self-fuel facility, very basic to that
[7] discussion was the competition and the retail
[8] price of the fuel. Now, if Aero Sport puts the
[9] unit in, they control that price. There's no
[10] competition. Do we find ourselves right back
[11] where we were?

[12] MR. WUELLNER: Well, subject to -- subject
[13] to our attorneys telling me something else, I
[14] mean, they have no authority to place one on
[15] their leasehold as it stands today, so we could
[16] develop whatever standards we wanted in place.
[17] And, you know -- but those -- whatever standards
[18] you develop would be -- have to be consistently
[19] applied from that point forward, whatever it is.

[20] So, if other operators of self-fuel came in,
[21] another FBO wanting to do the same thing,
[22] whatever standard you're applying is going to be
[23] applied to all parties.

[24] MR. LASSITER: And us as well.

[25] MR. WUELLNER: As well.

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[1] MR. WATTS: Yeah.

[2] MR. CIRIELLO: Other than building the
[3] physical facility for the self-fuel, are we
[4] locked in with a supplier yet?

[5] MR. WUELLNER: I think just based on the
[6] proposal quotes we had gotten, we had a --
[7] probably a best proposal from -- of the ones that
[8] responded, was -- was Chevron, but we have not
[9] executed any agreements with anybody.

[10] MR. CIRIELLO: I just want -- I personally
[11] know a guy --

[12] MR. WUELLNER: I don't care.

[13] MR. CIRIELLO: -- in St. Augustine that
[14] deals in bulk fuel, and I think it's Chevron.
[15] And I was just wondering if, when the time comes
[16] to bring in fuel, are we going to put out a bid
[17] proposal and then maybe this local guy right down
[18] the street would want to -- I don't even know if
[19] he can get aviation fuel. I know he sells
[20] kerosene.

[21] MR. WUELLNER: It's an entire different
[22] delivery network for aviation fuels. It doesn't
[23] come from the same guy. I mean, it figuratively
[24] is, but it's not.

[25] CHAIRMAN ROSE: Excuse me. I thought you

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[1] were --

[2] MR. LASSITER: I don't want to delay this
[3] thing. If this is a -- if this thing needs to be
[4] done in a timely manner, I just want to --

[5] MR. THOMPSON: Sixty.

[6] MR. WUELLNER: It is 60 days. Sixty.

[7] CHAIRMAN ROSE: Sixty days.

[8] MR. WUELLNER: Sixty days from --

[9] MR. THOMPSON: After the actual bid date bid
[10] opening.

[11] MR. WUELLNER: Which was --

[12] MR. CIRIELLO: 14th, wasn't it?

[13] MR. THOMPSON: The 14th.

[14] MR. WUELLNER: 14th.

[15] MR. LASSITER: Then we only have one meeting
[16] in between.

[17] MR. WUELLNER: Yes. You have a December
[18] meeting.

[19] CHAIRMAN ROSE: Wait a minute. Wait.
[20] Victor?

[21] MR. MARTINELLI: Yeah. I guess I can say
[22] I'm speaking for the Pilots Association, although
[23] my suggestion really is I think pretty
[24] straightforward.

[25] This has been going on for a long, long

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[1] time. And consider the fact that if the Airport
[2] Authority goes ahead with this and builds it,
[3] there's nothing to prevent the Airport Authority
[4] from licensing Aero Sport or an FBO to operate it
[5] under certain conditions.

[6] I see it as a way to get the job done. And
[7] I think the important thing is really to get the
[8] job done. Because as I say, I can go back eight
[9] years, maybe even more. We've talked about this.
[10] And so, I think it's a way to get it done. And
[11] if there's a way then after it's built, if
[12] there's a way to come to terms with the FBO, come
[13] to terms and have them operate it. And, you
[14] know, obviously they'd be entitled to a fee for
[15] operating it.

[16] So, it's a decision that you can weigh after
[17] you get some experience operating it. You'll
[18] know what it costs you to operate it. You'll
[19] know what margins there are and so on. So, I
[20] would just offer that as a suggestion.

[21] CHAIRMAN ROSE: Thank you, Victor. Any
[22] other comment?

[23] MR. SLINGLUFF: I agree with Mr. Martinelli.
[24] The -- we would be willing to take a look at
[25] operating the Airport Authority-installed system,

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[1] if that -- if that's an option that's available.
 [2] Also, our -- you know, we would -- we have
 [3] explored this considerably. I think that the
 [4] installation of the fuel system can be done for
 [5] much less. And we -- it is now an economically
 [6] viable system for us that we could install. I'd
 [7] be happy to sit down with Mr. Wuellner and show
 [8] him what our plans are and see what the
 [9] feasibility of that is.

[10] CHAIRMAN ROSE: Okay. Any further
 [11] discussion?

[12] MR. CIRIELLO: Something's running around in
 [13] my head. Let's say we schedule -- I don't know
 [14] if it's got to be just between you and
 [15] Mr. Wuellner or the whole board, Mr. Wuellner and
 [16] you, in the next week, sit down and discuss the
 [17] situation. And you say you'd like to go along
 [18] with it.

[19] We've already got the capabilities, the
 [20] land, and the approval and everything and the bid
 [21] to work on, to go ahead and build the facility
 [22] and then lease it to you. If something like that
 [23] could be worked out in say a week or two or
 [24] something like that, that would help with the
 [25] Pilots Association getting this thing done as

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[1] soon as possible, is what they want.
 [2] Would that be a feasible situation? And
 [3] then -- because we don't -- you know, you've
 [4] heard me complain many times that this board only
 [5] meets once a month, and I don't feel that they
 [6] should. They should meet a lot more to be
 [7] involved with what's going on out here rather
 [8] than just once a month for a few hours.

[9] So, I'd like to see something like that
 [10] worked out. And then maybe if we wanted to, even
 [11] within -- even before next month, we could call
 [12] another special meeting and go ahead and vote to
 [13] go along with this bid and get it started. You
 [14] know what I mean?

[15] CHAIRMAN ROSE: We have a bid before us. We
 [16] either need to accept this bid or not.

[17] MR. WUELLNER: Or delay its acceptance or
 [18] whatever.

[19] CHAIRMAN ROSE: I think the thing to do is
 [20] to accept the bid, move ahead, and then if we
 [21] want to negotiate with Aero Sport at some point
 [22] in the next week or month or year, they're right
 [23] next door; we can walk over and talk to them
 [24] anytime.

[25] Excuse me. Vic, you want to say something?

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[1] MR. MARTINELLI: No. I was going to say
 [2] exactly what you said. I think they're two
 [3] separate things. I don't think one is -- I don't
 [4] think they're mutually dependent. They're
 [5] mutually independent.

[6] MR. CIRIELLO: Well, then, let me ask you a
 [7] question, Mr. Chairman. If we go and vote to
 [8] accept this lowest bid, does that mean it's going
 [9] to automatically start construction -- I know it
 [10] won't be tomorrow, but say tomorrow, or do we
 [11] have a time limit to where we can get together
 [12] with Aero Sport and -- or whatever? I mean,
 [13] accepting this lowest bid doesn't mean we start
 [14] construction, does it?

[15] CHAIRMAN ROSE: It means that we're going to
 [16] have a start date. I don't know what that start
 [17] date would be. Do you have any idea?

[18] MR. THOMPSON: Final permits are not turned
 [19] loose by the county yet. They are expected any
 [20] day now.

[21] CHAIRMAN ROSE: Say that again.

[22] MR. THOMPSON: Final permits are not
 [23] released by the county.

[24] CHAIRMAN ROSE: Okay. Got to get the
 [25] permits.

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[1] MR. CIRIELLO: How long do you think that'll
 [2] take?

[3] MR. WUELLNER: The contractor would pull
 [4] the --

[5] CHAIRMAN ROSE: All right.

[6] MR. LASSITER: What this does do is lock us
 [7] in with this contractor.

[8] MR. WATTS: Uh-huh.

[9] CHAIRMAN ROSE: It locks us in with the
 [10] contract and it locates where the fuel facility
 [11] will be. And then how we operate it is the next
 [12] issue.

[13] MR. WUELLNER: Yeah. The operation is still
 [14] yet to be formalized.

[15] CHAIRMAN ROSE: Has nothing to do with this.

[16] MR. WUELLNER: The -- this would -- an
 [17] affirmative vote on what's requested here would
 [18] authorize its construction. It's not contingent
 [19] upon -- I don't think you can make it contingent.
 [20] Either you are or you aren't or you're delaying
 [21] it until next month.

[22] CHAIRMAN ROSE: Selection of an operator
 [23] is -- still is open and the contract with who
 [24] provides the fuel is still open. Okay? Ready to
 [25] vote? All in favor, say aye.

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[1] MR. WUELLNER: Hold on. Probably need a
[2] motion.
[3] MR. LASSITER: We need to have a motion.
[4] CHAIRMAN ROSE: Oh, I thought we had a
[5] motion. I just stated the motion. Would
[6] somebody make a motion one way or the other,
[7] please?
[8] MR. LASSITER: I make a motion that we
[9] approve accepting the bid for the -- get it here.
[10] MR. WUELLNER: Self-fuel.
[11] MR. LASSITER: Self-fueling -- construction
[12] of the self-fueling facility.
[13] CHAIRMAN ROSE: Okay. Second to the motion?
[14] MR. WATTS: I second.
[15] CHAIRMAN ROSE: All in favor, say aye.
[16] MR. CIRIELLO: Aye.
[17] MR. LASSITER: Aye.
[18] CHAIRMAN ROSE: Aye.
[19] MR. WATTS: Aye.
[20] CHAIRMAN ROSE: Opposed?
[21] (No opposition.)
[22] CHAIRMAN ROSE: Motion is carried. See, I
[23] want to tell you, if y'all would let me run this
[24] without --
[25] MR. LASSITER: We'd get out of here.

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[1] would make whatever comment you want to make and
[2] get those back to me, I'll consolidate them and
[3] present them to you at the next meeting and then
[4] we can go from there. Okay?
[5] MR. WATTS: How soon?
[6] MR. LASSITER: Next meeting?
[7] MR. WATTS: Next meeting?
[8] CHAIRMAN ROSE: Well, if you'll get them to
[9] me --
[10] MR. WATTS: I mean --
[11] MR. LASSITER: Prior to the next meeting.
[12] CHAIRMAN ROSE: -- prior to the next
[13] meeting. Give me a little -- you know, give me a
[14] couple of days to work on it.
[15] MR. WATTS: Okay.
[16] CHAIRMAN ROSE: Drop it in the mail or leave
[17] it out here or something and I'll pick it up --
[18] MR. WATTS: Okay.
[19] CHAIRMAN ROSE: -- okay? Now, what do you
[20] want to do?
[21] MR. CIRIELLO: No. Well, what I'd like to
[22] have is an executive session on this. I looked
[23] over this appraisal thing and some questions
[24] popped in my mind. If -- I don't know about you
[25] other guys, but how could I honestly sit down and

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[1] CHAIRMAN ROSE: We'd get out of here in 30
[2] minutes.
[3] MR. WATTS: Quick.
[4] CHAIRMAN ROSE: Okay. The Araquay --
[5] MR. WUELLNER: For clarification, Mr.
[6] Chairman, because there was not a staff
[7] recommendation on paper, we would like to at
[8] least confirm that it was with Universal
[9] Petroleum --
[10] CHAIRMAN ROSE: Oh, excuse me.
[11] MR. WUELLNER: -- of Jacksonville for
[12] \$178,395. Is that everyone's understanding?
[13] MR. LASSITER: Yes.
[14] CHAIRMAN ROSE: That's the low bid. Okay.
[15] Item 8, item F, is -- was taken off the agenda.
[16] 8.A. - AUTHORITY MEMBERS - MR. ROSE
[17] CHAIRMAN ROSE: And we're ready for the
[18] Authority Members' comments. They got me first.
[19] I have two things to say. First, in your package
[20] is a form for evaluating Mr. Wuellner's
[21] performance. Did everybody get that in their
[22] package?
[23] MR. WATTS: Yes, sir.
[24] CHAIRMAN ROSE: I think the way we did it
[25] last year worked out just fine. If each of you

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[1] judge somebody's work performance when I'm not --
[2] CHAIRMAN ROSE: Joe, you can't do it. And
[3] that form is a kind of form that would be
[4] prepared by the sophomore class in high school on
[5] personnel management. It's not worth the paper
[6] it's written on.
[7] What we need to do is evaluate this man on:
[8] Is he doing his job? Does he do what we ask him
[9] to do? Does he report and keep us apprised of
[10] what's going on? And does he stick within the
[11] budget and come to us if he has to change the
[12] budget? They're the kind of things we need to
[13] evaluate him on.
[14] MR. CIRIELLO: Well, we already know that.
[15] CHAIRMAN ROSE: Huh?
[16] MR. CIRIELLO: We already know that.
[17] CHAIRMAN ROSE: Then say that when you
[18] evaluate him. That's his job.
[19] MR. CIRIELLO: I must not know how to put my
[20] point across on something.
[21] CHAIRMAN ROSE: Yeah. You don't have enough
[22] information to answer all those things. There
[23] isn't a one of us that do. I tell you what: Why
[24] don't -- would you take on the responsibility of
[25] preparing this then for Ed? I mean, do you want

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[1] to do that?

[2] MR. CIRIELLO: That's not what my point is.

[3] Ed is an excellent manager. He does his job and

[4] everything. I don't know why you need to go --

[5] why don't we just go down and --

[6] CHAIRMAN ROSE: This is our form. Why are

[7] we using this form? I don't know. Last year, I

[8] did just exactly what you suggested. I looked at

[9] all of these; I got comments from the board; and

[10] I wrote a paragraph talking about our

[11] relationship with the director here. This form

[12] doesn't go anywhere but into his personnel file.

[13] Apparently there's no further discussion.

[14] If you have comments, let me have them. If --

[15] if -- if Joe still thinks we need an executive

[16] session, we'll take a vote on it and see what we

[17] think. All right. If you have any comments, get

[18] them to me. I will -- I will prepare a report

[19] and I'll give it to you for your review at the

[20] next meeting. Okay?

[21] MR. WUELLNER: Yeah.

[22] CHAIRMAN ROSE: And the other point I want

[23] to make -- and unfortunately some of those people

[24] aren't here -- and it kind of gets tied up with

[25] some of the comments Joe was making about our

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[1] MR. CIRIELLO: What was that again?

[2] CHAIRMAN ROSE: The Sunshine Law. See, I

[3] can't -- I couldn't talk to you about --

[4] MR. CIRIELLO: Oh, yeah, yeah.

[5] CHAIRMAN ROSE: -- filling this out. You

[6] have to fill it out and bring it and give it to

[7] me at the meeting and share it with everybody.

[8] MR. CIRIELLO: Well, I have a note here that

[9] I missed up on when Mr. Rose was talking to me,

[10] and I missed up, so I'll ask the question now

[11] since you don't think we need an executive

[12] session.

[13] I have nothing really negative or anything

[14] about filling this thing out; it's just that I

[15] feel I'm not close enough to Ed. So, what I was

[16] going to ask, is there anything illegal, uncouth,

[17] or anything wrong that if I make an appointment

[18] with Mr. Ed and come over and sit down and go

[19] over this with him and ask him the questions --

[20] CHAIRMAN ROSE: No.

[21] MR. CIRIELLO: -- looking for answers so

[22] that I can make up my mind whether I like him or

[23] not?

[24] CHAIRMAN ROSE: Joe --

[25] MR. CIRIELLO: I mean --

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[1] return on investment on some of these buildings.

[2] I think we need to remember that just because the

[3] money came from FAA or FDOT, it's still taxpayer

[4] money. It's dollars out of everybody's pocket.

[5] And we are -- we should be just as conscious

[6] of how much of a return we get on that capital as

[7] we do on capital that is raised here either by

[8] airport fees or the local ad valorem taxes.

[9] So, the argument that, well, we got 50

[10] percent of this from FDOT, which got most of that

[11] from the FAA, that doesn't hold water. It's

[12] still taxpayer money and we need to -- we need to

[13] manage it and get the -- a good return on it.

[14] MR. WUELLNER: The last -- you just need --

[15] I just need to remind you, on a note of caution

[16] relative to this evaluation, you need to --

[17] anything that's communicated to you needs to be

[18] brought and shared.

[19] CHAIRMAN ROSE: Well, I can't get it

[20] directly -- I can't talk to Joe about this.

[21] MR. WUELLNER: You cannot talk to anybody

[22] directly. I just want to remind you that the

[23] privilege is not different because you're talking

[24] about me.

[25] MR. LASSITER: And it is public record.

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[1] CHAIRMAN ROSE: No, no. That's the way it

[2] ought to be.

[3] MR. CIRIELLO: All right.

[4] CHAIRMAN ROSE: That's the way you ought to

[5] do it.

[6] MR. CIRIELLO: All right. Then that --

[7] that's fine.

[8] CHAIRMAN ROSE: All right. Dennis Watts?

[9] 8.B. - MR. DENNIS R. WATTS

[10] MR. WATTS: No, sir, I think everything is

[11] very good.

[12] CHAIRMAN ROSE: I apologize for not calling

[13] on you as treasurer. But since you didn't have

[14] anything to say, I didn't call on you.

[15] MR. WATTS: I appreciate that. Thanks for

[16] at least acknowledging that. Thank you.

[17] CHAIRMAN ROSE: And Charles?

[18] 8.C. - MR. CHARLES LASSITER

[19] MR. LASSITER: One comment. Ed, I'd like to

[20] thank you for taking the direction and going out

[21] and negotiating with our two businesses. It may

[22] not be to their liking, but there -- they -- I

[23] think they -- they were treated fairly under the

[24] circumstances.

[25] MR. WUELLNER: Thank you.

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[1] MR. LASSITER: You did a good job.
 [2] 8.D. - MR. JOSEPH A. CIRIELLO
 [3] CHAIRMAN ROSE: Mr. Ciriello?
 [4] MR. CIRIELLO: Nothing.
 [5] CHAIRMAN ROSE: Nothing?
 [6] 9. - PUBLIC COMMENT
 [7] CHAIRMAN ROSE: And any public comment?
 [8] Victor.
 [9] MR. MARTINELLI: These are very uncertain
 [10] times, especially in the aircraft and in the
 [11] aviation business. To -- to negotiate these
 [12] leases -- and my hat's off to the board, to Ed
 [13] and to the staff. It was a very, very difficult
 [14] job.
 [15] One of the things that I think you're all
 [16] aware of is the fact that these are leases in
 [17] five-year increments with five-year reviews and
 [18] five-year, I guess, reevaluations to determine
 [19] where you are. And I think that was very, very
 [20] wise in doing that, because to sign a 20-year
 [21] lease or a 15-year lease with no interim
 [22] evaluation, in today's world, I think would have
 [23] been very foolhardy.
 [24] So, my hat's off to you folks for really a
 [25] good job. And I think there's an awareness that

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[1] So, yes -- and I just wish that some of the
 [2] folks that were here earlier were here now. Some
 [3] of the problems that exist today are our fault,
 [4] but they're our fault simply because the
 [5] engineering firm, the specialties, the
 [6] consultants that we worked with did not have the
 [7] same -- I'll leave that word blank, whatever it
 [8] is, as -- as you have today. And I'm just so
 [9] pleased that you are where you are. Thank you.
 [10] CHAIRMAN ROSE: Thank you, Vic.
 [11] MR. WATTS: Thank you.
 [12] CHAIRMAN ROSE: Any other comment? Yeah.
 [13] MR. SLINGLUFF: Mr. Wuellner, do you have
 [14] any current estimates on the completion of the
 [15] building now, occupancy dates now? I ask because
 [16] our tenants are getting very frustrated.
 [17] MR. WUELLNER: Yeah. The last -- the last
 [18] date I saw, considered all the latest, is the
 [19] 23rd --
 [20] MR. THOMPSON: 23 December.
 [21] MR. WUELLNER: 23 December.
 [22] MR. SLINGLUFF: 23 December. I'm concerned,
 [23] because, like you said, Fly-By Cafe has claimed,
 [24] you know, hardship, economic burden and hardship,
 [25] and we had -- and Bjorn is being very, very

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[1] you-all have the importance of this airport, the
 [2] importance of having viable businesses on the
 [3] airport, and the importance of making sure that
 [4] any lease agreements are fair and equal.
 [5] In the past, maybe that wasn't so. I -- and
 [6] I just wish that in my tenure on the board, that
 [7] we had a man like Ed Wuellner to help us. We
 [8] didn't have that luxury. We didn't have the
 [9] engineering firm that you folks have.
 [10] We had Reynolds, Smith & Hills at that time.
 [11] And one of the problems that's at the root of
 [12] these two lease agreements that you're dealing
 [13] with today is the fact that at the time that we
 [14] had to negotiate those lease agreements, we had
 [15] to rely on estimates, engineering estimates from
 [16] Reynolds, Smith & Hills.
 [17] As it turned out, those estimates were just
 [18] about half of what the final cost of those
 [19] facilities ended up being. And as you know --
 [20] you folks are business people -- when you have an
 [21] anchor tenant or you have a specialized facility
 [22] and you need a tenant, you have to negotiate that
 [23] actually before the facility is built. And
 [24] that's really what was at the root of this whole
 [25] thing.

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[1] cooperative, and I share his frustration. We all
 [2] do.
 [3] The season is starting. The ramp is getting
 [4] gridlocked. So, if we can put any pressure on
 [5] them, I would -- I don't want your job. You have
 [6] a very hard job. You're doing a great job.
 [7] Thank you.
 [8] MR. WUELLNER: Thank you.
 [9] CHAIRMAN ROSE: All right. Thank you. Any
 [10] other comments? Our next board meeting is
 [11] scheduled for December 17th. Is that a problem
 [12] with the holidays or anything? 4 o'clock, right
 [13] here on December 17th. Meeting's adjourned.
 [14] (Whereupon, the meeting adjourned at 5:49 p.m.)
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REPORTER'S CERTIFICATE

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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 6th day of December, 2001.

Janet M. Beason
JANET M. BEASON, RPR-CP, RMR, CRR
Notary Public - State of Florida
My Commission No.: CC 705710
Expires: April 30, 2002



AIRPORT AUTHORITY - NOVEMBER 19, 2001

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