	Airport Authority Special N	leeting	- Dec. 27, 2001
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]	1] ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT AUTHORITY	[1]	INDEX
Į	2] Special Meeting	[2]	PAGE
] [3] held at 4796 U.S. 1 North	[3] 1	. CALL TO ORDER 3
] [4] St. Augustine, Florida	[4] 2	PLEDGE OF ALLEGIANCE 3
1	on Thursday, December 27, 2001	[5] 3	. ACTION ITEMS
]	6] from 9:10 p.m, to 9:54 p.m,	[6]	A. Fly By Cafe Lease Related Issues 3
[7] *******	[7]	4. PUBLIC COMMENT 6
] [BOARD MEMBERS PRESENT:	[8]	5. COMMENTS FROM BOARD MEMBERS 10
[9] WILLIAM "BILL" ROSE, Chairman CHARLES LASSITER	[9]	6. NEXT BOARD MEETING 46
[1	CHARLES LASSITER 0] JOSEPH CIRIELLO	[10]	7. ADJOURNMENT 47
[1	- 1] *******	[11]	
[1		[12]	
[1	B] DENNIS R. WATTS, Secretary-Treasurer	[13]	
[1	BARBARA BOSANKO (Leave of absence)	[14]	
[1.	* * * * * * * * * * * * * * * * * * *	[15]	
[1	ALSO PRESENT:	[16]	
[1	EDWARD WUELLNER, A.A.E., Executive Director.	[17]	
[1:	BRYAN COOPER, Assistant Airport Director.	[18]	
[1	* * * * * * * * * * * * * * * * * * * *	[19]	
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[2:		[22]	
[2:	1510 N. Ponce de Leon Blvd., Suite A	[23]	
[24	(904) 825-0570	[24]	
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1.	PROCEEDINGS	_	the we also were able to internally, in reviewing the entire lease from the time it began
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	[1]	scheduled increases did not occur in our	[1]	lease. So that amount in section 4 would be
	[2]	paperwork. When you add that to the total back	[2]	changed to approximately \$12,385.51.
	[3]	taxes and previously owed rents and fees, you get	[3]	We would further agree to waive rent on this
	[4]	a total of \$18,176.49.	[4]	facility in exchange for his reopening of that
ı	[5]	We looked at the compensable damages being	[5]	restaurant in mid-January, waive the monthly
	[6]	that the difference between the two items, that	[6]	lease payment until which time the Authority
	[7]	what was owed us already on the books and what	[7]	receives the C.O. from the County relative to
1	[8]	the allegations of the damages by Fly-By were.	[8]	construction over there. So, as soon as
l	[9]	That net result is \$12,385.51 that we believe to	[9]	construction's finished, the lease picks up
ı	[10]	be any cash relative to any cash component of	[10]	exact exactly where it was and moves forward
	[11]	any settlement that the Authority may consider.	[11]	for the balance of the lease term.
ı	[12]	Other changes that would occur would be in the	[12]	Budget impacts obviously would be if you
	[13]	lease, which you have a copy of also in here.	[13]	took our recommendations, would be a lump-sum
	[14]	Under the section annual rent to the	[14]	payment to Fly-By of \$12,385.51 and a
	[15]	landlord, which is section 4, if you come down a	[15]	month-to-month waiver of \$1,593.75 per month in
ı	[16]	couple of paragraphs, kind of beyond the five	[16]	rent during the balance of the construction
	[17]	points, bullet points that are there, it speaks	[17]	paid phase.
İ	[18]	to a leasehold improvement value that was able to	[18]	And that would form Staff's recommendation
	[19]	be credited in revenues above the base rent; that	[19]	relative to to solving this matter.
1	[20]	amount being \$30,000. That was the amount able	[20]	PUBLIC COMMENT
	[21]	to be done there.	[21]	CHAIRMAN ROSE: Is there any public comment
1	[22]	We subtracted from that the \$18,176. So	[22]	on the staff?
	[23]	that forms a credit, if you will. He cannot get	[23]	MR. ARNOLD: Yes, sir. This is Jeff Arnold.
ı	[24]	credit for \$18,000 worth of those capital	[24]	Jeff's Place.
-	[25]	improvement potentially over the life of the	[25]	MR. WUELLNER: Over here (indicating).
- 1				
-				
ľ	Page 7		Page 8	
to the same of the	[1]	MR. ARNOLD: Jeff Arnold, Jeff's Place, 4660	Page 8	them, those questions or do you
	[1] [2]	MR. ARNOLD: Jeff Arnold, Jeff's Place, 4660 U.S. 1 North. I came because of the issue	_	them, those questions or do you CHAIRMAN ROSE: Let's get all of the public
	[1] [2] [3]	· · · ·	[1]	•
	[1] [2] [3] [4]	U.S. 1 North. I came because of the issue before. Not only am I a business owner, but I am a taxpayer and I'm and I'm disturbed because I	[1] [2] [3] [4]	CHAIRMAN ROSE: Let's get all of the public
SC 72.	[1] [2] [3] [4] [5]	U.S. 1 North. I came because of the issue before. Not only am I a business owner, but I am a taxpayer and I'm and I'm disturbed because I don't understand, if Mr. France got into business	[1] [2] [3] [4] [5]	CHAIRMAN ROSE: Let's get all of the public comment and then we can is there any other public comment? (No further public comment.)
	[1] [2] [3] [4] [5]	U.S. 1 North. I came because of the issue before. Not only am I a business owner, but I am a taxpayer and I'm and I'm disturbed because I don't understand, if Mr. France got into business and put out his money and did his expenditures	[1] [2] [3] [4] [5] [6]	CHAIRMAN ROSE: Let's get all of the public comment and then we can is there any other public comment?
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	[1] [2] [3] [4] [5] [6] [7] [8] [9] [10] [11] [12] [13] [14] [15] [16] [17] [18] [19] [20] [21]	U.S. 1 North. I came because of the issue before. Not only am I a business owner, but I am a taxpayer and I'm — and I'm disturbed because I don't understand, if Mr. France got into business and put out his money and did his expenditures and he fully did so with the intent to do business. Leasehold improvements or equipment or anything that you buy is in all in the cost of doing business. Why as the Airport Authority are we compensating for that? Especially when I have to do improvements on my business. And when I rented downtown, nobody compensated me. I didn't get — I didn't get compensated when I moved out for everything that I — that I improved. It was left behind. That's all part of the building. As far as construction, what you guys are doing there is for the betterment of everything. It should improve his business. Is he going to pay you back for the increased business for the improvements that you put on the airport? I just	[1] [2] [3] [4] [5] [6] [7] [8] [9] [10] [11] [12] [13] [14] [15] [16] [17] [18] [19] [20] [21]	CHAIRMAN ROSE: Let's get all of the public comment and then we can is there any other public comment? (No further public comment.) CHAIRMAN ROSE: Okay. Ed, do you want to MR. WUELLNER: Okay. This we are not purchasing any leasehold improvements within this agreement. The original lease, whereby we the leasehold improvements become the property of the tenant or become the property, excuse me, of us at the end of the lease is still in effect. We are not doing anything in that regard. That issue came off the table completely at the end of the last meeting. The only thing we are discussing is the matter related to business-related damages, and this is damages related to the sales aspect of the business as it re as it might directly have been caused by our construction in the terminal area; that is, the inability to find parking, the inability to conduct his normal

Page 9 [1] As far as looking at revenues, moving into [1] CHAIRMAN ROSE: Whatever the h	
	ow did
[2] the future, the lease does provide that the [2] we how did we get to that?	
[3] better Mr. France does, the better the Airport [3] MR. WUELLNER: If we're talking rent	alone,
[4] Authority does. It does have a fee-base setup [4] it was originally the appraised value of the	
[5] beyond base rent. [5] property.	
[6] We've made approp what I believe to be [6] CHAIRMAN ROSE: Okay.	
[7] appropriate adjustments or would be making [7] MR. WUELLNER: Then the Authority	had agreed
[8] appropriate adjustments in the total capital [8] to step that in over a five-year period by mak	ing
[9] improvements part of it that he could claim [9] a flat-rate adjustment annually.	
[10] credit for that was already a part of the [10] What we failed to do internally was catch	ı
[11] original lease. We are making an \$18,000 [11] that adjustment and did not make the adjustm	nent.
[12] reduction in that ability to make any claims over [12] So it made up a part of the 18,000 number.	About
[13] the life of the balance of the lease. [13] \$5,000 of that was our error internally in not	
[14] So, I think it we have resolved all of [14] collecting rent as it should have been.	
[15] the issues that originally were problematic to [15] CHAIRMAN ROSE: All right.	
[16] this board and to to the matter completely [16] MR. WUELLNER: That is now the cur	rent rate
[17] here. So [17] that would be charged, all other things being	
[18] CHAIRMAN ROSE: Ed, let me just for [18] equal.	
[19] clarification. How did we establish the value of [19] COMMENTS FROM BOARD MEME	BERS
[20] that base that base rent? [20] CHAIRMAN ROSE: Charlie?	
[21] MR. WUELLNER: Of the the original base [21] MR. LASSITER: Well, I have worked w	vith Ed
[22] rent? [22] on this in trying to get myself to accept what	
[23] CHAIRMAN ROSE: Well, we have a base rent in [23] we're doing here or trying to do. And I think	-
	ink
[24] this agreement now. [24] there's some basis here that we can do I this	III.
[24] this agreement now. [24] there's some basis here that we can do I thing [25] MR. WUELLNER: Of \$1,5 the \$1,593 amount? [25] we can get this thing done and not lose a food	•
	•
	•
[25] MR. WUELLNER: Of \$1,5 - the \$1,593 amount? [25] we can get this thing done and not lose a food	•
[25] MR. WUELLNER: Of \$1,5 the \$1,593 amount? [25] we can get this thing done and not lose a food Page 11 Page 12	1
[25] MR. WUELLNER: Of \$1,5 the \$1,593 amount? [25] we can get this thing done and not lose a food Page 11 [1] vendor at the airport. [1] Now, this was in the original lease. We	1
[25] MR. WUELLNER: Of \$1,5 the \$1,593 amount? Page 11 [1] vendor at the airport. [2] Previously, I was as Jeff was, I was [3] feeling that a man goes into business and then if [4] it doesn't work well, then that's the way it is, [25] we can get this thing done and not lose a food of the standard of the st	ut
[25] MR. WUELLNER: Of \$1,5 the \$1,593 amount? Page 11 [1] vendor at the airport. [2] Previously, I was as Jeff was, I was [3] feeling that a man goes into business and then if [25] we can get this thing done and not lose a food [25] we can get this thing done and not lose a food [27] Page 12 [18] Now, this was in the original lease. We [28] didn't have anything to do that with that, but is a man goes into business and then if [28] we can get this thing done and not lose a food [29] we can get this thing done and not lose a food [20] Page 12 [10] Now, this was in the original lease. We [21] didn't have anything to do that with that, but is a man goes into business and then if	i ut f
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Page 13		Page 14	
[1]	taken the recommendations that came back from our	[1]	facility, that's an extremely important facet of
[2]	appraiser, both those business people would have	[2]	a full-service airport, is a place to go and get
[3]	been slammed with huge increases. But we didn't	[3]	something to eat. And without that restaurant,
[4]	do it that way because we knew that would put	[4]	we won't have it.
[5]	them out of business.	[5]	So I think it's a compensation for the
[6]	Well, we have the same situation here with	[6]	Airport Authority as well as for the traveling
[7]	the exception that this is an ongoing business	[7]	public. So, I favor what Ed has done here.
[8]	that's being impacted through construction that	[8]	CHAIRMAN ROSE: So you support the
[9]	will be over and then we're back on to what this	[9]	recommendation?
[10]	lease calls for doing.	[10]	MR. LASSITER: I do, I think we've worked
[11]	So, in wrapping this up, I think this is a	[11]	this thing down to a point to where it is in the
[12]	fair solution to both Mr. France and to the	[12]	realm of good business sense to try to have a
[13]	Airport Authority. Yes, there is money involved	[13]	continuous operating restaurant in there. And
[14]	in this, but at the same token, we are looking at	[14]	these are numbers that I think works for that.
[15]	the potential for if we say, if this man	[15]	CHAIRMAN ROSE: And under this arrangement,
[16]	leaves the restaurant, we're looking at the	[16]	he is to be open the restaurant by
[17]	potential for at least two to four months I	[17]	mid-January.
[18]	say that; I'm not sure but of not having a	[18]	MR. LASSITER: That's correct.
[19]	tenant in there, therefore we lose the rent that	[19]	CHAIRMAN ROSE: Mr. Ciriello?
[20]	we would normally incur in that period of time.	[20]	MR. CIRIELLO: Yes. I have a number of
[21]	Plus we lose the one thing that I think the	[21]	things to say. From what Ed said about the
[22]	airport needs, and that is a food vendor in the	[22]	questions and what we're here for, some of my
[23]	terminal.	[23]	questions may be what you might consider out of
[24]	I think we if we are to offer to	[24]	order, but I don't think so, because any question
[25]	traveling the traveling public the use of the	[25]	on the restaurant, no matter what, to me, is a
Page 15		Page 16	
Page 15	viable question. And so I'm going to try to get	Page 16 [1]	didn't increased. And therefore in that light
1 -	viable question. And so I'm going to try to get away with it.	i -	didn't increased. And therefore in that light and then last month or last meeting,
[1]		[1]	
[1] [2]	away with it.	[1] [2]	and then last month or last meeting,
[1] [2] [3]	away with it. And so anyhow, before I start, I want you to	[1] [2] [3]	and then last month or last meeting, Mr. Lassiter said something about, well, we're
[1] [2] [3] [4]	away with it. And so anyhow, before I start, I want you to know that there's absolutely nothing in my	[1] [2] [3] [4]	and then last month or last meeting, Mr. Lassiter said something about, well, we're held blameless for anything like construction and
[1] [2] [3] [4] [5]	away with it. And so anyhow, before I start, I want you to know that there's absolutely nothing in my statements that has anything to do with you or	[1] [2] [3] [4] [5]	and then last month or last meeting, Mr. Lassiter said something about, well, we're held blameless for anything like construction and everything, so that point is in there.
[1] [2] [3] [4] [5] [6]	away with it. And so anyhow, before I start, I want you to know that there's absolutely nothing in my statements that has anything to do with you or your business personally.	[1] [2] [3] [4] [5] [6]	and then last month or last meeting, Mr. Lassiter said something about, well, we're held blameless for anything like construction and everything, so that point is in there. But anyhow, to sit and try to say we're
[1] [2] [3] [4] [5] [6] [7]	away with it. And so anyhow, before I start, I want you to know that there's absolutely nothing in my statements that has anything to do with you or your business personally. You're the tenant, we're the landlord, and	[1] [2] [3] [4] [5] [6] [7]	and then last month or last meeting, Mr. Lassiter said something about, well, we're held blameless for anything like construction and everything, so that point is in there. But anyhow, to sit and try to say we're partly to blame for the lack of business because
[1] [2] [3] [4] [5] [6] [7]	away with it. And so anyhow, before I start, I want you to know that there's absolutely nothing in my statements that has anything to do with you or your business personally. You're the tenant, we're the landlord, and as such, I as an individual may have a certain	[1] [2] [3] [4] [5] [6] [7] [8]	and then last month or last meeting, Mr. Lassiter said something about, well, we're held blameless for anything like construction and everything, so that point is in there. But anyhow, to sit and try to say we're partly to blame for the lack of business because of the construction when the business didn't show
[1] [2] [3] [4] [5] [6] [7] [8] [9]	away with it. And so anyhow, before I start, I want you to know that there's absolutely nothing in my statements that has anything to do with you or your business personally. You're the tenant, we're the landlord, and as such, I as an individual may have a certain amount of sympathy toward your plight, but the	[1] [2] [3] [4] [5] [6] [7] [8] [9]	and then last month or last meeting, Mr. Lassiter said something about, well, we're held blameless for anything like construction and everything, so that point is in there. But anyhow, to sit and try to say we're partly to blame for the lack of business because of the construction when the business didn't show an increase month after month after month, to me,
[1] [2] [3] [4] [5] [6] [7] [8] [9] [10]	away with it. And so anyhow, before I start, I want you to know that there's absolutely nothing in my statements that has anything to do with you or your business personally. You're the tenant, we're the landlord, and as such, I as an individual may have a certain amount of sympathy toward your plight, but the responsibility on this board to represent the	[1] [2] [3] [4] [5] [6] [7] [8] [9] [10]	and then last month or last meeting, Mr. Lassiter said something about, well, we're held blameless for anything like construction and everything, so that point is in there. But anyhow, to sit and try to say we're partly to blame for the lack of business because of the construction when the business didn't show an increase month after month after month, to me, is a moot point. So, I don't hold much weight
[1] [2] [3] [4] [5] [6] [7] [8] [9] [10]	away with it. And so anyhow, before I start, I want you to know that there's absolutely nothing in my statements that has anything to do with you or your business personally. You're the tenant, we're the landlord, and as such, I as an individual may have a certain amount of sympathy toward your plight, but the responsibility on this board to represent the airport and the taxpayers is a different	[1] [2] [3] [4] [5] [6] [7] [8] [9] [10] [11]	and then last month or last meeting, Mr. Lassiter said something about, well, we're held blameless for anything like construction and everything, so that point is in there. But anyhow, to sit and try to say we're partly to blame for the lack of business because of the construction when the business didn't show an increase month after month after month, to me, is a moot point. So, I don't hold much weight into that statement.
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ph			
Page	± 17	Page 18	
[1]	time line to wrap the entirety of the project,	[1]	MR. WUELLNER: Whether you can get money out
[2]	our current	[2]	of it is another subject.
[3]	MR. CIRIELLO: To get the Certificate of	[3]	MR. CIRIELLO: We're talking money here,
[4]	Occupancy	[4]	we're not you know. This 18,000 that we're
[5]	MR. WUELLNER: Yes, sir.	[5]	going to subtract from the 30
[6]	MR. CIRIELLO: it will take that long.	[6]	MR. WUELLNER: Uh-huh.
[7]	MR. WUELLNER: I would suspect so.	[7]	MR. CIRIELLO: we're not going to get
[8]	MR. CIRIELLO: So you're talking here	[8]	that? We're going to write that off like we did
[9]	MR. WUELLNER: For the total project.	[9]	those house rents; is that what that's really
[10]	MR. CIRIELLO: giving him three months	[10]	saying?
[11]	rent-free	[11]	MR. WUELLNER: No. We're saying that what
[12]	MR. WUELLNER: Effectively, yes.	[12]	he can claim credit for in his lease is has
[13]	MR. CIRIELLO: more or less. And there's	[13]	been reduced by that \$18,000. So, any amount he
[14]	no guarantee of that.	[14]	begins to get credit for on this percentage of
[15]	MR. WUELLNER: No. It	[15]	gross methodology is not going to be \$18,000
[16]	MR. CIRIELLO: And there's no guarantee that	[16]	of which is not going to be recoverable by him.
[17]	after the three months, that he doesn't fold up	[17]	He's agreeing to that. So our liability related
[18]	the business and stop anyhow. I mean, there's	[18]	to that has been reduced by \$18,000.
[19]	nothing in here that guarantees that he's going	[19]	MR. CIRIELLO: Well, we're losing money here
[20]	to continue on with the business after getting	[20]	somewhere. What are we losing?
[21]	these breaks, so to speak.	[21]	MR. WUELLNER: Well, we write a check for
[22]	MR. WUELLNER: Other than his personal	[22]	\$12,385 and we lose the monthly rent from this
[23]	guarantee related to the lease, no. I mean, you	[23]	point forward till we allow him to occupy.
[24]	have a lease that you can enforce.	[24]	MR. CIRIELLO: In other words, that \$12,000
[25]	MR. CIRIELLO: Well, I know that.	[25]	is what he might have made if he hadn't have
		8	
Page		Page 20	
[1]	closed his doors when he closed them.	[1]	gross dollars walking in the door or, I mean
[1] [2]	closed his doors when he closed them. MR. WUELLNER: Correct, If he had closed	[1] [2]	and how are these figures substantiated?
[1] [2] [3]	closed his doors when he closed them. MR. WUELLNER: Correct. If he had closed his doors at the beginning of construction and	[1] [2] [3]	and how are these figures substantiated? Have we taken a look at the revenues
[1] [2] [3] [4]	closed his doors when he closed them. MR. WUELLNER: Correct. If he had closed his doors at the beginning of construction and waited till the project was over, this is	[1] [2] [3] [4]	and how are these figures substantiated? Have we taken a look at the revenues provided by Mr. France from month to month and
[1] [2] [3] [4] [5]	closed his doors when he closed them. MR. WUELLNER: Correct. If he had closed his doors at the beginning of construction and waited till the project was over, this is effectively the same amount of money that we	[1] [2] [3] [4] [5]	and how are these figures substantiated? Have we taken a look at the revenues provided by Mr. France from month to month and they've shown a decrease or a projected where
[1] [2] [3] [4] [5] [6]	closed his doors when he closed them. MR. WUELLNER: Correct. If he had closed his doors at the beginning of construction and waited till the project was over, this is effectively the same amount of money that we wouldn't have been getting because he wouldn't	[1] [2] [3] [4] [5] [6]	and how are these figures substantiated? Have we taken a look at the revenues provided by Mr. France from month to month and they've shown a decrease or a projected where his projected revenue should have been? Because
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	Page 21	***************************************	Page 22	
	[1]	30,000 on page 2 of 8, does it?	[1]	MR. CIRIELLO: No, no. But he got a loan.
	[2]	MR. WUELLNER: Directly, no.	[2]	MR. WUELLNER: Correct. No money from us.
	[3]	MR. CIRIELLO: Okay. That's not the same	[3]	MR. CIRIELLO: No, but
	[4]	30,000.	[4]	MR. WUELLNER: We've allowed him to take no
	[5]	MR. WUELLNER: But we are using that	[5]	credit for the leasehold improvements.
	[6]	number we are reducing the 30,000 in section 4	[6]	MR. CIRIELLO: So we don't know if he's
	[7]	of the lease, reducing it by the 18,000.	[7]	reduced that by paying any on it himself.
ı	[8]	MR. CIRIELLO: Okay.	[8]	MR. WUELLNER: Correct. Well, he has his
	[9]	MR. WUELLNER: So that new number on section	[9]	own financial arrangements relative to the
	[10]	4 would be 12,000 and change.	[10]	improvements he made on the property. Those
	[11]	MR. CIRIELLO: But that 30,000, according	[11]	aren't our improvements until the end of the
	[12]	I read that two or three times and the first time	[12]	lease.
	[13]	I read it, I made a mistake, I believe, and I	[13]	What we're saying is when we wrote the
	[14]	kept reading it. To what I get out of it, that	[14]	lease, we allowed a credit up to \$30,000 over the
	[15]	after any month that he made better than the 3	[15]	life of the lease. As he exceeded the base rent,
J	[16]	percent	[16]	he could claim those improvements. Basically the
	[17]	MR. WUELLNER: Correct.	[17]	Authority would agree to buy effectively buy
	[18]	MR. CIRIELLO: that amount would be	[18]	out \$30,000 worth of leasehold improvements over
	[19]	subtracted from the 30- off of that loan. And	[19]	the life of the lease, should he be financially
İ	[20]	you're telling me he never made that, the	[20]	successful in the lease.
	[21]	incentive. So are you telling me that, for all	[21]	You're correct in saying, to this point, he
	[22]	of these years, that no money's been put to that	[22]	has not been able to claim any of that because he
	[23]	30,000 on that loan?	[23]	has not exceeded those sales expectations.
	[24]	MR. WUELLNER: We didn't actually loan	[24]	MR. CIRIELLO: All right. Why would you
1	[25]	money.	[25]	want to do that
L				
	Page 23		Page 24	
	Page 23 [1]	MR. WUELLNER: But we still have a	Page 24	get by just waiting for nothing?
	[1] [2]	MR. WUELLNER: But we still have a liability. If you reopen as an example, and	_	get by just waiting for nothing? MR. WUELLNER: Well, all
	[1]		[1]	
	[1] [2] [3] [4]	liability. If you reopen as an example, and	[1] [2] [3] [4]	MR. WUELLNER: Well, all
	[1] [2] [3] [4] [5]	liability. If you reopen as an example, and this is extreme and I'm going to tell you. But	[1] [2] [3] [4] [5]	MR. WUELLNER: Well, all MR. CIRIELLO: I know you talked about
	[1] [2] [3] [4] [5] [6]	liability. If you reopen as an example, and this is extreme and I'm going to tell you. But let's say beginning in February, his sales	[1] [2] [3] [4]	MR. WUELLNER: Well, all MR. CIRIELLO: I know you talked about having a tenant in there, but
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		Airport Authority Special IV	7	
	Page 25		Page 26	
	[1]	he goes out of business tomorrow and in which	[1]	coming in here and saying the same thing, well,
	[2]	case, the improvements which is really not	[2]	you helped him, I want help?
	[3]	even a part of the discussion we're talking about	[3]	I mean, that by setting a precedent. And
	[4]	here would become part and parcel, would	[4]	we we could be talking a lot of money. And
	[5]	belong to the Airport Authority, which that	[5]	I'm not sure that's a viable way to use
	[6]	provision still remains intact.	[6]	taxpayers' money, by really helping and
	[7]	If in your question, if he went out of	[7]	subsidizing tenants. I mean, that's like I
	[8]	business in March, completely, regardless of	[8]	said, it's nothing personal, I just feel that
	[9]	whether we help him out here or not, those	[9]	that's not our job or our responsibility, really.
ļ	[10]	leasehold improvements in fact by the lease	[10]	MR. WUELLNER: It would be my yeah. It
	[11]	belong to the Airport Authority.	[11]	would be my opinion that no one else on the field
- [[[12]	So, we're not purchasing improvements in	[12]	has the same the same general claim that this
1	[13]	this case. Those are already, as you you	[13]	particular business could have. I mean, the
	[14]	properly pointed out, are handled in the lease	[14]	majority of all other businesses on the airport
1	[15]	agreement. All we're talking about here is the	[15]	aren't on this leasehold or aren't in
]	[16]	damage aspect of our construction on the on	[16]	impacted directly by the construction.
	- [1 7]	his business.	[17]	MR. CIRIELLO: Every one of the tenants can
	[18]	MR. CIRIELLO: There's one word that I used	[18]	claim hardship on the parking because we don't
- 1	[19]	last month's meeting, setting a precedent. He's	[19]	have that much of it, whether it's a viable
- 1	[20]	not the only tenant we have on this field that's	[20]	argument or not.
- 1	[21]	having problems, and if we do this, maybe I	[21]	MR. WUELLNER: Well, what I'm saying is the
-	[22]	don't know if it's legally or morally or	[22]	majority of our tenants don't use that parking.
- 1	[23]	whatever, we being partners with that with	[23]	They're not a part of that the terminal
_	[24]	him, by letting this money go, so what's to stop	[24]	area
- 1	[25]	everybody else that's a tenant on this field from	[25]	MR. CIRIELLO: Well
L	-			
	Page 27		Page 28	
[1]			
		MR. WUELLNER: and as such, wouldn't have	[1]	MR, CIRIELLO: In reality, if we go along
] [[2]	MR. WUELLNER: and as such, wouldn't have that claim. Now, if we closed off Estrella and	[1] [2]	MR. CIRIELLO: In reality, if we go along with this recommendation, we'll be losing more
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] [2]	that claim. Now, if we closed off Estrella and	[2]	with this recommendation, we'll be losing more
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	Airport Authority Special		
Pag	ge 29	Page 30	
[1]	getting the damages. If he isn't paying his	[1]	restaurant in an airport is almost a signature
[2]	subcontractors, he sure isn't going to write us a	[2]	that your you have a good operation; that if
[3]	check. It's a much more complicated matter than	[3]	you have to leave the airport to go get something
[4]	just passing it along.	[4]	to eat many of these people fly in, they have
[5]	CHAIRMAN ROSE: Joe, have you got any other	[5]	no way of getting off of it. And around the
[6]	comments?	[6]	airport, there is nothing close that's in walking
[7]	MR. CIRIELLO: No, not right at this second.	[7]	distance. So, again, it's a it's a
[8]	CHAIRMAN ROSE: Do you want to say	[8]	facilitation of the needs of the whole for this
[9]	something?	[9]	operation to continue.
[10]	MR. LASSITER: I just I just wanted to	[10]	Whether Mr. France is a good operator or
[11]		[11]	not, we we hope that he is and that he'll
[12]		[12]	continue to improve, and this is there is some
[13]	We did work with these other tenants. We	[13]	expenses here and, as you well know my position
[14]	•	[14]	when we first started in this thing. And I also
[15]		[15]	have this this also I have this feeling
[16]	-	[16]	that we need to provide for the people at the
[17]	_	[17]	airport,
[18]		[18]	Now, I know Jeff runs food operations at
[19]		[19]	other areas and all, and he understands just what
[20]		[20]	I tried to state here; but at the same time, I'm
[21]		[21]	sure that if Jeff had a problem and he came to
[22]		[22]	his landlord and asked for help, he would hope
[23]	•	[23]	that his landlord would help him within reason.
[24]	•	[24]	And that is the question we are the crux,
[25]	flown to many of the airports, to have a	[25]	the nut of the whole thing is, is this within
1			
Page	e 31	Page 32	
Page		Page 32	doesn't have restaurants and everything.
[1]	e 31 reason, to help this tenant continue operations in this airport?	[1]	doesn't have restaurants and everything. But, so, in any in any case, there's no
[1] [2]	reason, to help this tenant continue operations in this airport?	[1] [2]	But, so, in any in any case, there's no
[1] [2] [3]	reason, to help this tenant continue operations in this airport? MR. CIRIELLO: Well	[1] [2] [3]	But, so, in any in any case, there's no guarantee of that three months at \$1,500 and
[1] [2] [3] [4]	reason, to help this tenant continue operations in this airport?	[1] [2]	But, so, in any in any case, there's no guarantee of that three months at \$1,500 and that's but oh, heck, I had a thought there.
[1] [2] [3] [4] [5]	reason, to help this tenant continue operations in this airport? MR. CIRIELLO: Well MR. LASSITER: And if we it is not, then	[1] [2] [3] [4] [5]	But, so, in any in any case, there's no guarantee of that three months at \$1,500 and
[1] [2] [3] [4]	reason, to help this tenant continue operations in this airport? MR. CIRIELLO: Well MR. LASSITER: And if we it is not, then what is the cost to the people in this airport	[1] [2] [3] [4]	But, so, in any in any case, there's no guarantee of that three months at \$1,500 and that's but oh, heck, I had a thought there. If we could do something with this and leave that
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[1] [2] [3] [4] [5] [6] [7]	reason, to help this tenant continue operations in this airport? MR. CIRIELLO: Well MR. LASSITER: And if we it is not, then what is the cost to the people in this airport not to have a tenant in there until somebody comes in and fills that vacancy? How long was	[1] [2] [3] [4] [5] [6] [7]	But, so, in any in any case, there's no guarantee of that three months at \$1,500 and that's but oh, heck, I had a thought there. If we could do something with this and leave that budget impact part out, I might go along with it, but I feel we're giving too much away.
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Page 38 Page 38 Page 38 Page 38 Page 39 Page 39 Now we've had our public comment. I see 12 great gery. He's a wooderful pilot. As far as how he runs his restarrant, we all run things of differently. We all have officient view. 14 Dill, Mr. Leniter, you were talking about the page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30 Page 30		Airport Authority Special N	deeting -	Dec. 27, 2001
13 Inverse trums his construct, we all roun things 13 Inverse trums his construct, we all true things 13 Inverse trums his construct, we all now differently. We all have differently were tabling about 15 CHAIRMAN ROSE: But this is not a 15 Out more than the provided in the provided his possibly three to 15 Out more than the provided his possibly three to 15 Out more than the provided his possibly three to 15 Out more than the provided his possibly three to 15 Out more than the provided his possibly three to 15 Out more than the provided his possibly three to 15 Out more than the provided his possibly three to 15 Out more than the provided his possibly three to 15 Out more than the provided his possibly three to 15 Out more than the provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 Out more than provided his possibly three to 15 O	Page 33		Page 34	
3	[1]	to the motion, as Joe discussed.	[1]	great guy. He's a wonderful pilot. As far as
4 But, Mr. Lassiter, you were talking shout 15 the fact that it would also possibly three to 15 the fact that it would also possibly three to 16 four memorits to go should and put somebody cla in, 17 but yard't giving him foor rest for three or four 18 CHAIRMAN ROSE: If you have a comment that 18 CHAIRMAN ROSE: If you have a comment that 19 we need to consider, re'd like to have it. 19 deers in two months, tore to go shead and work a lease with you. And that's or any intentions. 10 MR. ARNOLD: My comment, sir, is you've 10 lease with you. And that's or any intentions. 10 deers in two months, tore to go shead and work a lease with you. And that's or any intentions. 10 deers in two months, tore to go shead and work a lease with you. And that's or any intentions. 10 deers in two months, tore to go shead and work a lease with you. And that's or any intentions. 10 deers in two months, tore to go shead and work a lease with you. And that's or any intentions. 10 deers in two months, tore to go shead and work a lease with you. And that's or any intentions. 10 deers in two months, tore to go shead and work a lease with you. And that's or any intentions. 10 deers in the three you're falling 10 deers in two months, tore to go shead and work a 10 deers in the three you're falling 10 deers in two months, tore to go shead and work a lease with you. And that's or any that give the fall 10 deers in two months, tore to go shead and work a 10 deers in two months, tore to go shead and work a 10 deers in two months, tore to go shead and work a 10 deers in two months, tore to go shead and work a 10 deers in two months, tore to go shead and two that that any the you're falling 10 deers in two months, tore to go shead and two that that any the you're falling 10 deers in two months, tore to the property of the fall deers in two months, tore to go shead and that, and the you're falling 10 deers in two th	[2]	Now we've had our public comment. I see	[2]	how he runs his restaurant, we all run things
15 CHAIRMAN ROSE: But this is not a 15 the fact that it would take possibly three to four months to go should and put combody class in, personally, I could more in the CHAIRMAN ROSE: If you have a commont that 17 but you're giving in the sec rear for three or four 17 but you're giving in the sec rear for three or four 19 we need to consider, we'd take to have it. 19 the cit to months, to cot go a hand and work a 19 the cit to two months, to cot go a hand and work a 19 the cit to two months, to cot go a hand and work a 19 the cit to two months, one to go a hand and work a 19 the reat, anyways, and you want to be sure that 11 the reat, anyways, and you want to be sure that 11 what I am saying it you're not giving to get the reat, anyways, and you want to be sure that 11 what I am saying it you're not giving to get the reat, anyways, and you want to be sure that 11 what I am saying it you're not giving to get the reat, anyways, and you want to be sure that 11 what I am saying it you're not giving to get the reat, anyways, and you want to be sure that 11 what I am saying it you're not giving to get the reat, anyways, and you want to be sure that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not give that 11 what I am saying it you're not gi	[3]	Jeff looks like he wants to say something.	[3]	differently. We all have different views.
16 Guestion-and-causever thing. 16 four mounts to go ahead and put somebody clac in, 17 but you're giring life froc runt for three or four 18 CHARIMAN ROSE: Hyon have a comment that 18 mounts. J mean, personally, food and work a 19 there in two mounts, hore to go ahead and put somebody clac in, 17 but you're giring life in the runt of three or four 19 there in two mounts, hore to go ahead and put somebody clac in, 19 there in two mounts, hore to go ahead and put somebody clac in, 19 there in two mounts, hore to go ahead and put somebody clac in, 19 there is two mounts, hore to go ahead and put somebody clac in, 19 the in two for its put some in 19 the in two four its put some in 19 the in two mounts, hore to go ahead and put somebody clac in, 19 the in two mounts, low to go ahead and put somebody clac in, 19 the in two mounts, low to go ahead and put some in the some in 19 the in two mounts, low to go ahead and put somebody clac in, 19 the in two mounts, low to go ahead and put somebody clac in, 19 the in two in the interiors. 19 the in two interiors. 19 the in two mounts, low to go ahead and put somebody clac in, 19 the interiors. 19 the in two interiors. 19 the in two mounts, low to go ahead and put some in the interiors. 19 the in two two put on go and the source in the interiors. 19 the in two two put on go and the source in the class of the clack of the tree in two and two put of the interiors. 19 the interiors in the interiors. 19 the interiors in the interiors. 19 the interiors in the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19 the interiors 19	[4]	MR. ARNOLD: I just	[4]	But, Mr. Lassiter, you were talking about
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CHAIRMAN ROSE: If you have a comment that 19 we need to consider, we'd like to have it. 19 there in two months, leve to go sheed and work a like door that \$30,000 allowance. You've 111 What I am syving it you've need going to get talked about that \$30,000 allowance. You've 113 What I am syving it you've net going to get the reat, anyway, and you want to be true that 113 what talking the \$12,000, which is actually the 114 be waste somebody that's going to grantate 115 credit which was going to be allowed in over the 115 months have going to be them. There are no 116 months pread or whatever, but you've falking 161 money for that. 181 money for that. 182 money for that. 183 money for that.	[6]	question-and-answer thing.	[6]	four months to go ahead and put somebody else in,
Fig. We need to consider, we'd like to have it. Fig. Harre in two months, love to go shead and work a Fig. Harre in two months, love to go shead and work a Fig. Harre in two months, love to go shead and work a Fig. Harre in two months, love to go shead and work a Fig. Harre in two months, love to go shead and work a Fig. Harre in two months, love to go shead and work a Fig. Harre in two months, love to go shead and work a Fig. Harre in two months, love to go shead and work a Fig. Harre in two months, love to go shead and work a Fig. Harre in two months, love to go shead and work a Fig. Harre in two months, love to go shead and work a Fig. Harre in the same than the case of the case, and go she allowed in over the Fig. Harre in the case of the case, and giving the man read Fig. Harre in the case of the case, and giving the man read Fig. Harre in the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the	[7]	MR. ARNOLD: Yes, sir.	[7]	but you're giving him free rent for three or four
101 MR. ARNOLD: My comment, sir, is you've 110 Liked about the \$30,000 allowance. You've 111 What I am aying is you've not going to get	[8]	CHAIRMAN ROSE: If you have a comment that	[8]	months. I mean, personally, I could move in
[11] talked about the \$39,000 allowance, You've [11] What I am saying is you're not going to get talked about taking the 312,000, which is actually the [14] about taking the \$12,000, which is actually the [14] about taking the \$12,000, which is actually the [15] containing the short taking the \$12,000, which is actually the [16] about taking the \$12,000, which is actually the [16] about cutting a check and giving the man real [17] they've going to be allowed in over the [15] monthly rent or whatever, but you're talking [16] guarantee anywhere, read understand that. And the short cutting a check and giving the man real [17] they've going to be there. There are no guarantee anywhere, we all understand that. And the short cutting a check and giving the man real [17] the saying for that. [18] money for that, [18] money for that, [18] and the saying what ensures other than a personal guarantee, or is there a violation in the clause [18] they was saying, what ensures other than a personal guarantee, or is there a violation in the clause [18] they was saying, what ensures other than a personal guarantee, or is there a violation in the clause [18] they was easying, what ensures other than a personal guarantee, or is there a violation in the clause [18] they was easying, what ensures other than a personal guarantee, or is there a violation in the clause [18] they was easying, what ensures other than a personal guarantee, or is there a violation in the clause [18] they was easying, what ensures other than a personal guarantee, or is there a violation in the clause [18] they was easying, what ensures other than a personal guarantee, or is there a violation in the clause [18] they was easying, what ensures other than a personal guarantee only the personal of the clause [18] they was easying, what ensures other than a personal guarantee only the personal wave guarantee [18] they was easying, what ensures other hands a work out of the clause of the personal wave guarantee [18] they was easying, what ensures other than a pers	[9]	we need to consider, we'd like to have it.	[9]	there in two months, love to go ahead and work a
talked about taking off the debt that Mr. France 123	[10]	MR. ARNOLD: My comment, sir, is you've	[10]	lease with you. And that's not my intentions.
13 what you're doing - Mr. Criello is saying that 14 shout taking the \$12,000, which is actually the 14 he wants somebody that's going to guarantee 15 credit which was going to be allowed in over the 15 monthly rent or whatever, but you're talking 16 guarantees anywhere; we all understand that. And 17 should be there. There are no 18 money for that. 18 But what would - I think as Mr. Ciriello 18 money for that. 18 But what would - I think as Mr. Ciriello 19 Now, if you're going to let him use it as a 19 was saying, what casures other than a personal 19 guarantee, or is there a violation in the clause 15 think an incentive to do better business and work 12 month, I mean, because it doesn't work out or 12 down that \$12,000. But you're giving the man 12 month, I mean, because it doesn't work out or 12 down that \$12,000. But you're giving the man 12 month, I mean, because it doesn't work out or 12 down that \$12,000. But you're giving the man 12 month, I mean, because it doesn't work out or 12 down that \$12,000. But you're giving the man 12 month, I mean, because it doesn't work out or 12 down that \$12,000. But you're giving the man 12 month, I mean, because it doesn't work out or 12 doesn't for thiner or whatanot. But sometimes when 12 doesn't for them onths until constitution's 12 doesn't for dinner or whatanot. But sometimes when 12 month, I mean, because it doesn't work out or 12 for dinner or whatanot. But sometimes when 12 mean, we've all worked through September 16 CHAIRMAN ROSE: If we have a motion and it's esconded to accept this recommendation - 12 mean, we've all worked through September 16 CHAIRMAN ROSE: Thank you. 17 mean, we've all worked through September 16 CHAIRMAN ROSE: Well, if we wanted 17 of you know, any element is here that we wanted 17 of you know, any element is here that we wanted 17 of you know, any element is here that would dither 17 we could make ear one of our posi	[11]	talked about the \$30,000 allowance. You've	[11]	What I am saying is you're not going to get
14 about taking the \$12,000, which is actually the 15 the wants somebody that's going to guarantee receit which was going to be allowed in over the 15 they're going to be there. There are no they was someway there we all understand that. And this is business. 16 they're going to let him use it as a 17 this is business. 18 But what would — I think as Mr. Ciriello was saying, what casures other than a personal credit coming off of the tent for anything over 20 guarantee, or is there a violation in the clause 17 think as Mr. Ciriello was saying, what casures other than a personal credit coming off of the tent for anything over 20 guarantee, or is there a violation in the clause 17 think as Mr. Ciriello was saying, what casures other than a personal guarantee, or is there a violation in the clause 17 think as Mr. Ciriello was saying, what casures other than a personal guarantee, or is there a violation in the clause 17 think as Mr. Ciriello 18 think as Mr. Ciriello 19 think as Mr. Ciriello 18 think as Mr. Ciriello 19 think as Mr. Ciri	[12]	talked about taking off the debt that Mr. France	[12]	the rent, anyways, and you want to be sure that
15 credit which was going to be allowed in over the 15 monthly rent or whatever, but you're cliking 16 monthly rent or whatever, but you're cliking 17 about cutting a check and giving the man real 17 this is business. 18 But what would I think as Mr. Ciriello was saying, what ensures other than a personal guarantece, or is there a violation in the clause 19 was saying, what ensures other than a personal guarantece, or is there a violation in the clause 19 was saying, what ensures other than a personal guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or is there a violation in the clause 19 guarantece, or	[13]	owes to you is \$18,000. But then you're talking	[13]	what you're doing Mr. Ciriello is saying that
[16] monthly rent or whatever, but you're talking [16] guarantees snywhers; we all understand that. And this is business. [17] this is business. [18] But what would! think as Mr. Ciriello Now, if you're going to let him use it as a [19] was suying, what ensures other than a personal (20) ceedit coming off of the rent for anything over [20] guarantee, or is there a violation in the clause (21) st. [20] thin an incentive to do better business and work (22) him an incentive to do better business and work (22) him an incentive to do better business and work (22) month, I mean, because it docust work out or down that \$11,000. But you're giving the man (23) because he has to wait? Should he not just stay (24) closed for three months until construction's (25) done? Yes, everybody around him would hurt and (25) done? Yes, everybody around him would hurt and (25) done? Yes, everybody around him would hurt and (25) done? Yes, everybody around him would hurt and (26) done? Yes, everybody around him would hurt and (27) done? Yes, everybody around him would hurt and (28) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would hurt and (29) done? Yes, everybody around him would either (29) done?	[14]	about taking the \$12,000, which is actually the	[14]	he wants somebody that's going to guarantee
177 about cutting a check and giving the man real 177 this is business. 188 But what would1 think as Mr. Ciriello 189 Now, if you've going to let him use it as a 190 credit coming off of the rent for anything over 200 guarantee, or is there a violation in the clause 211 s1,200 or \$15000, then that's fine. Then it gives 211 if Mr. France closes down for a week or another 181 images of the rent for anything over 221 if Mr. France closes down for a week or another 181 images of the rent for anything over 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down for a week or another 182 if Mr. France closes down fo	[15]	credit which was going to be allowed in over the	[15]	they're going to be there. There are no
[18] moncy for that. [19] Now, if you're going to let him use it as a [10] cerdic coming off of the rent for anything over [21] \$1,200 or \$1500, then that's fine. Then it gives [22] him an incentive to do better business and work [23] down that \$12,000. But you're giving the man [24] capital to operate with. [25] And Dennis is a wonderful person. He's a [26] certybody would have to do otherwise for lunch or [27] for dinner or whatnot. But sometimes when [28] business gets difficult, you have to work a [29] business gets difficult, you have to work a [29] business gets difficult, you have to work a [20] little harder, promote, do different things. Not [21] It mean, we've all worked through September [22] It mean, we've all worked through September [23] O'AlRMAN ROSE: Thank you. [24] ChalRMAN ROSE: Thank you. [25] O'AlRMAN ROSE: Thank you. [26] O'AlRMAN ROSE: Thank you. [27] O'AlRMAN ROSE: Thank you. [28] we'll, we'd like to change that motion, instead [29] O'AlRMAN ROSE: Thank you. [30] MR. CIRIELLO: Mr. Chairman? You said that [31] world we could make either one of two motions; one to [32] o'AlRMAN ROSE: We'll, we have to world make [33] and pass it, then we're done, right, for today? [34] O'AlRMAN ROSE: Then we would vote on a motion to reject this motion before it's [35] o'AlRMAN ROSE: We'll, we wask a motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this motion to reject this and it passed, then [35] O'AlRMAN ROSE: We'll, we waske a motion on the table so we're talking about — [36] WR. CARIELLO: we'll, you said we could make [37] and pass it, then we're done, right, for today? [38] WR. CARIELLO: we'll, you said we could make [39] would we continue on with our meeting to try [40] would we continue on with our meeting	[16]	monthly rent or whatever, but you're talking	[16]	guarantees anywhere; we all understand that. And
19 Now, if you're going to let him use it as a 19 was saying, what ensures other than a personal 20 credit coming off of the tent for anything over 26 guarantee, or is there a violation in the clause 21 if Mr. France closes down for a week or another 22 him an incentive to do better business and work 22 month, I mean, because it doesn't work out or 23 down that \$12,000. But you're giving the man 23 because he has to wait? Should he not just stay 24 capital to operate with. 25 done? Yes, everybody around him would hurt and 25 done? Yes, everybody around him would hurt and 25 done? Yes, everybody around him would hurt and 26 dose for three months until construction's 25 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 27 mecummendation, then this is all accepted and the 28 for dinner or whatnot. But sometimes when 29 mecting's over? 3 business gets difficult, you have to work a 3 CHAIRMAN ROSE: If we have a motion and it's 3 seconded to accept this recommendation - 4 seconded to accept this recommendation - 4 sufficiently of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of the work of	[17]	about cutting a check and giving the man real	[17]	this is business.
[20] credit coming off of the rent for anything over [21] \$1,200 or \$1500, then that's fine. Then it gives [22] thin an incentive to do better business and work [23] down that \$12,000. But you're giving the man [24] capital to operate with. [25] And Dennis is a wonderful person. He's a [26] coverybody would have to do otherwise for lunch or [27] done? Yes, everybody around him would hurt and [28] business gests difficult, you have to work a [29] for dinner or whatnot. But sometimes when [20] business gest difficult, you have to work a [21] it harder, promote, do different things. Not [22] for AlarmAn ROSE: Hen will congruent in the clause [23] down and wait till it's over. [24] tilthe harder, promote, do different things. Not [25] the Everybody was affected. Thank you, [26] I mean, we've all worked through September [27] tilth. Everybody was affected. Thank you, [28] gestlemen. [29] CHAIRMAN ROSE: Thank you. [29] G. CHAIRMAN ROSE: Thank you. [30] MR. CIRIELLO: Mr. Chairman? You said that [31] and pass it, then we're done, right, for today? [32] and pass it, then we're done, right, for today? [33] MR. CIRIELLO: Well, if we make a motion [34] CHAIRMAN ROSE: Then we would wate the [35] chairman was a motion to made this recommendation to read [36] total could make either one of two motions; one to [37] MR. CIRIELLO: Well, if we make a motion [38] MR. CIRIELLO: Well, if we make a motion [39] MR. CIRIELLO: Well, if we make a motion [40] MR. CIRIELLO: Well, if we make a motion [41] MR. CIRIELLO: Well, you said we could make [42] a motion to modify that motion before it's [43] MR. CIRIELLO: Well, you said we could make [44] CHAIRMAN ROSE: We would do that. [45] MR. CIRIELLO: Well, you said we could make [46] would we continue on with our meeting to ry [47] MR. LASSITER: Right. [48] CHAIRMAN ROSE: We could do that. [49] CHAIRMAN ROSE: We could do that. [40] CHAIRMAN ROSE: We could do that. [41] The made a motion to reject this and it passed, then [42] CHAIRMAN ROSE: We could do that. [48] MR. CIRIELLO: work out the dif	[18]	money for that.	[18]	But what would I think as Mr. Ciriello
21 S1,200 or \$1500, then that's fine. Then it gives	[19]	Now, if you're going to let him use it as a	[19]	was saying, what ensures other than a personal
22 him an incentive to do better business and work 23 down that \$12,000. But you're giving the man 23 because he has to wait? Should he not just stay 24 capital to operate with. 25 And Dennis is a wonderful person. He's a 25 done? Yes, everybody around him would hurt and 25 done? Yes, everybody around him would hurt and 25 done? Yes, everybody around him would hurt and 25 done? Yes, everybody around him would hurt and 25 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Yes, everybody around him would hurt and 26 done? Paperate and 26 done? Paperate and 26 done? Paperate and 26 done? Paperate an	[20]	credit coming off of the rent for anything over	[20]	guarantee, or is there a violation in the clause
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[25] if we make a motion to accept Staff's [25] concerning the tenant request of the Fly-By Cafe.	[24]	It wouldn't the meeting wouldn't be over, but	[24]	motion to accept Staff's recommendation on
•	[25]	if we make a motion to accept Staff's	[25]	concerning the tenant request of the Fly-By Cafe.

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	[1]	Let's do this thing where we'll	[1]	motion. I think you need something specific that
	[2]	CHAIRMAN ROSE: So we have a motion on the	[2]	you want changed,
	[3]	floor, or we have a motion has been made to	[3]	MR. CIRIELLO: Well, I don't think that the
۱	[4]	accept Staff's recommendation on the Fly-By Cafe	[4]	free rental for a number of months should be in
	[5]	issue. Is there a second to that motion? I will	[5]	there, because there is no guarantee it will be
	[6]	second that motion.	[6]	three months, four months, six months or whatever
	[7]	MR. CIRIELLO: I don't think you can.	[7]	and
	[8]	CHAIRMAN ROSE: Yes, I can.	[8]	CHAIRMAN ROSE: Then your amendment is to
	[9]	MR, CIRIELLO: Why?	[9]	eliminate the the waive waiving of the rent
	[10]	CHAIRMAN ROSE: Because there are only three	[10]	for the remainder of the construction period or
Î	[11]	of us and this is not this is not the state	[11]	until we get a Certificate of Occupancy.
	[12]	legislature, this is the Airport Authority. And	[12]	MR. CIRIELLO: Basically, yes, but somehow
١	[13]	the, you know and I can do it and I did it.	[13]	I'm trying to find out how to make the language
ı	[14]	Now, if we want if we want to Joe, do	[14]	go that if we went back to the \$1,200 basic
ĺ	[15]	you want to make a motion to amend any portion of	[15]	agreement to the start of this thing, I can live
- [[16]	this of this recommendation?	[16]	with that, you know.
	[17]	MR. CIRIELLO: Well, if I don't okay.	[17]	I mean, I don't have to go to the \$1,500.
	[18]	I'd like to amend that motion to accept the	[18]	But I'm not I don't want to leave it out
١	[19]	Staff's recommendation, but cut out the budget	[19]	without anything. But you're right, I don't I
-	[20]	impact part and see if we can't renegotiate that	[20]	basically don't want to waive the free rental
	[21]	differently than the way it's stated.	[21]	period. But if anybody wanted to help me out
	[22]	MR. WUELLNER: I think you need something	[22]	MR. LASSITER: Joe, maybe I can help you.
	[23]	specific about what you want modified, you know,	[23]	The biggest problem they have over there is the
ı	[24]	whatever that is. I mean, all I'm pointing out	[24]	parking lot and it's not been paved. And I
	[25]	is it's kind of a generic amendment to a specific	[25]	assume that that's supposed to be scheduled
L				•
	Page 39		Page 40	
- 1			rage 40	
- [[1]	MR. WUELLNER: They're working on it now.	[1]	is over there, it's a mud hole, then in fact he
ı	[1] [2]	MR. WUELLNER: They're working on it now. MR. LASSITER: Why cannot we abate the rent	_	is over there, it's a mud hole, then in fact he has a valid point that his business is impacted
		,	[1]	
	[2]	MR. LASSITER: Why cannot we abate the rent	[1] [2]	has a valid point that his business is impacted
The second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon	[2] [3]	MR. LASSITER: Why cannot we abate the rent until the parking lot is open to the public?	[1] [2] [3]	has a valid point that his business is impacted if no one can find a parking place.
	[2] [3] [4]	MR. LASSITER: Why cannot we abate the rent until the parking lot is open to the public? Because in essence, that is why this man has	[1] [2] [3] [4]	has a valid point that his business is impacted if no one can find a parking place. So, abatement of the rent could continue
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ſ	Page 41		Page 42	
	[1]	as an amendment and we can't do any discussing	[1]	got limits within contracts on how you can do
	[2]	until I get a second, if I get a second, so	[2]	things. The job is bonded for performance and
- 1	[3]	CHAIRMAN ROSE: Well, are you going to make	[3]	payment. I mean, financially we have no risk,
H	[4]	that amendment?	[4]	other than we've got to, you know, bide our time
H	[5]	MR. CIRIELLO: Yeah.	[5]	and do it properly and correctly to the letter of
	[6]	CHAIRMAN ROSE: All right. I'll second that	[6]	the law in order to be to keep our position
1	[7]	amendment.	[7]	safe financially, you know, and
[[8]	MR. CIRIELLO: Okay. Now, do you have any	[8]	MR. CIRIELLO: I was thinking more like,
1	[9]	idea as to when that parking lot did they give	[9]	say, if he was over there doing some work on
[[10]	you any idea when that parking lot should be	[10]	other areas and he was leaving the parking lot
1	[11]	finished?	[11]	part go because he didn't feel it was important,
	[12]	MR. WUELLNER: They're they're still	[12]	that if somebody went over and said, hey, get
[[13]	working on the underground utilities in that	[13]	these guys off of putting windows in the building
	14]	area. So, until it's that part's cleaned up	[14]	and get them over there and concentrate on the
1	15]	and, you know, they can get the additional	[15]	parking lot. That's the part I'm thinking
	16]	limerock in there and it repayed I don't know.	[16]	about
1	17]	I mean, I I mean, I haven't I mean, it's	[17]	MR. WUELLNER: But it doesn't
1	18]	still likely to be a month or two, I mean, till	[18]	MR. CIRIELLO: not to do a shoddy job.
- 1	19]	it's totally open. I don't know that.	[19]	CHAIRMAN ROSE: Joe
ı	20]	MR. CIRIELLO: My goodness. We have a man	[20]	MR. WUELLNER: But it doesn't work that way
- 1	21]	on staff that's supposed to be overseeing these	[21]	in construction.
	22]	construction people and watch what they're doing	[22]	CHAIRMAN ROSE: that's not the way it
1	23]	and stuff. He can't go over there and put a	[23]	works.
1	24]	torch under their rear end and	[24]	MR. WUELLNER: You have very those are
[:	25]	MR. WUELLNER: Well, you've got you've	[25]	very different trades and entirely different sub
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<u> </u>			<u> </u>	
F	Page 43		Page 44	
	Page 43	companies. The guy that does glass doesn't do	Page 44	(No opposition.)
[_	companies. The guy that does glass doesn't do paving.	Ī	(No opposition.) CHAIRMAN ROSE: The motion is carried and we
[1]	· ·	[1]	
[[1] 2]	paving,	[1] [2]	CHAIRMAN ROSE: The motion is carried and we
	1] 2] 3]	paving. CHAIRMAN ROSE: All right. Well, we've got	[1] [2] [3]	CHAIRMAN ROSE: The motion is carried and we changed the waiver of rent to coincide with
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		This post statement by opecial is	- Dec. 27, 2001	
Ì	Page 45		Page 46	
	[1]	CHAIRMAN ROSE: Now we have to vote on the	[1] CHAIRMAN ROSE: Okay. Ed, I think that	
	[2]	original motion	[2] completes this business.	
	[3]	MR. WUELLNER: As modified.	[3] MR. WUELLNER: Yes, sir.	
	[4]	CHAIRMAN ROSE: as amended,	[4] CHAIRMAN ROSE: And I hope that works out.	
	[5]	MR. WUELLNER: As modified,	[5] MR, FRANCE: I'm sure it will.	ĺ
	[6]	MR. LASSITER: It's nothing more than a	[6] MR. LASSITER: I want to also wish you the	
	[7]	or I can agree to accept the modification to my	[7] best of luck and hope that you are extremely	
	[8]	amendment and if the second does the same, then	[8] successful.	
	[9]	that's	[9] CHAIRMAN ROSE: Yeah. Let us know when you	
	[10]	CHAIRMAN ROSE: And I second it and I accept	[10] open; I'm going to come over and have a sandwich	
	[11]	it.	[11] with you.	
	[12]	MR. LASSITER: Yeah. We can vote	[12] MR. FRANCE: It's been successful four	
	[13]	CHAIRMAN ROSE: So now we vote on the	[13] years. Don't stop now.	
	[14]	motion or on the recommendation.	[14] CHAIRMAN ROSE: Okay. I remind the board	1
	[15]	MR. LASSITER: On the original.	[15] members we have that organization meeting on the	
	[16]	CHAIRMAN ROSE: All right, Now, all in	[16] 8th of January. 4 o'clock right here. And then	
	[17]	favor of the of approving Staff recommendation	[17] we remember, we modified our meeting	
	[18]	as as modified by our amendment	[18] arrangements this winter, so we'll have one	Ī
	[19]	MR. LASSITER: Aye.	[19] meeting in February on the 11th.	
	[20]	MR. CIRIELLO: Aye.	[20] MR. LASSITER: As long as Donna will keep	
l	[21]	CHAIRMAN ROSE: all in favor, say aye.	[21] calling me.	
-	[22]	MR. LASSITER: Aye.	[22] MR. WUELLNER: And hopefully not three	I
-	[23]	MR. CIRIELLO: Aye.	[23] minutes before.	
	[24]	CHAIRMAN ROSE: Aye.	[24] CHAIRMAN ROSE: Okay.	
ı	[25]	MR. LASSITER: Now we got through it.	[25] MR. LASSITER: That's right.	
-				
-	Page 47		Page 48	
	Page 47	CHAIRMAN ROSE: Okay. Thank you all very	Page 48 [1] REPORTER'S CERTIFICATE	
	[1]	CHAIRMAN ROSE: Okay, Thank you all very much,	_	
	[1]		[1] REPORTER'S CERTIFICATE	
	[1]	much.	[1] REPORTER'S CERTIFICATE [2]	
	[1] [2] [3] [4] [5]	much, MR. LASSITER: Thank you,	[1] REPORTER'S CERTIFICATE [2] [3] STATE OF FLORIDA) [4] COUNTY OF ST. JOHNS) [5]	
	[1] [2] [3] [4] [5] [6]	much, MR. LASSITER: Thank you,	[1] REPORTER'S CERTIFICATE [2] [3] STATE OF FLORIDA) [4] COUNTY OF ST. JOHNS) [5] [6] I, JANET M. BEASON, RPR-CP, RMR, CRR, certify that I	
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