



Charlotte County Airport Authority

Punta Gorda Airport

James W. Herston Chair	Paul Andrews Vice-Chair	Robert D. Hancik Secretary/ Treasurer	Kathleen Coppola Asst. Secretary/ Treasurer	Vanessa Oliver Commissioner	James W. Parish CEO	Darol Carr Authority Attorney
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Wednesday, September 01, 2021

3:00 P.M.

Building 313, 7375 Utilities Road, Punta Gorda, FL

This meeting will be live-streamed and available for playback on the [Punta Gorda Airport's YouTube page](#).

Note: Streaming service is for listening purposes only. Anyone wishing to submit written citizens input should email APaglialunga@FlyPGD.com with "Citizens Input" in the subject line prior to 8 AM the day of this meeting.

EMERGENCY MEETING AGENDA

- 1. Call to Order:** Reminder to turn off your cell phones.
- 2. Invocation:** For those who wish to join, please rise for the invocation.
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Citizen's Input:** Anyone wishing to address the Board during this portion should state their name for the record. Each citizen is allowed up to two minutes to express their opinion.
- 6. Gulf Contours Lease**
- 7. Adjournment**

CHARLOTTE COUNTY AIRPORT AUTHORITY

MINUTES OF WORKSHOP – FEBRUARY 03, 2021 – 9:00 A.M.

5 **1. Call to Order**

2. Invocation

 Chair Herston gave the invocation.

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3. Pledge of Allegiance

4. Roll Call

15 **Present:** Chair Herston; Commissioners Andrews, Hancik and Oliver; Attorney Carr; CEO Parish; Mrs. Paglialunga; Mr. Mallard; Mrs. Miller; Mr. Laroche; Mrs. Cauley (via video); Mr. Ridenour (via video); Ms. Desguin (via video), and Mr. Laliberte (via video). **Others present:** Mike Nelson; Joe Makray; Jim Lyons; Stan Smith; Richard Pitz; Allan Stern; Jim Kaletta (via video); Gary Duncan (via video); Sarah Beaver (via video), others from the private sector, and
20 a member of the press. **Absent:** Commissioner Coppola.

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5. Citizen’s Input

6. Gulf Contours Lease

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Mr. Parish commented that lease terminates on August 31, 2021 and information was provided to the Board yesterday on the current status of the building, rent, and taxes. Commissioner Hancik inquired if a decision can be made at this meeting. Attorney Carr commented that within the Board’s Bylaws, paragraph 4c say that the Board cannot take any action that affects policy or general procedure at this meeting as it has been noticed as a Workshop. Commissioner Hancik commented that the Board received letters from Gulf Contours, that he understands the history, and opined that an appropriate response should be given to Mr. Goin in response to his letter. He commented that he is interested in finding out what the intention is for the Gulf Contours building once it is vacated. Mr. Parish commented that it is a high traffic area as the building is next to the fuel farm, where there are currently six to eight fuel loads being delivered and 12 to 14 Airport tankers being filled daily. He commented that the building was originally built to be a maintenance facility for the Airport and that as Staff is transferred to the new FBO, there is not a location to stage fuel trucks as they cannot be moved across the runways and are not street legal. He commented that the current Gulf Contours lease was signed with the intention to use that facility at the end of the lease for the fuelers and that in the absence of the ability to use that building, something will need to be built in the general vicinity for Staff to work out of. Commissioner Hancik commented that at one time it was proposed to use the building as an airfield maintenance building. Mr. Parish commented that the remainder of the building not being used by the fuelers will be used for airfield maintenance. Commissioner Hancik commented that within the master plan there is a new airfield maintenance facility, that he has been inside of the Gulf Contours building and opined that it is not much of a building. Mr. Parish commented that the building was purposely built as an Airport maintenance facility. Commissioner Hancik commented that at some point a new Airport maintenance facility will be built and opined that it should be reviewed to speed up the project to build an appropriate facility. He opined that if any Commissioner has not visited the existing maintenance building, he suggests they do so as it is an eye opener to what is needed. Mr. Parish commented that he does agree with Commissioner Hancik although there are currently 18 projects underway before two

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new hangars are added to the list. He commented that even if the maintenance facility project is sped up, it is at least three years down the road. Chair Herston inquired what the required square footage is that is needed. Mr. Parish commented that a true study would need to be completed to answer that. He commented that one thing that the Airport does not benefit from is a snow removal storage area that airports in the north get to utilize, that mowing grass is not equal to snow removal, that the Airport cannot receive AIP grants for tractors as they are not used to remove snow, and that tractors are not meant to be stored inside for the same reason. He opined that the issue now is really a fuel issue as the fuel farm needs to be expanded, which Allegiant has agreed to pay for, and that it will have to happen in the next few years, if not sooner if air travel returns to normal. He commented that four years ago when the fuel farm plans began, it was assumed that at the end of the Gulf Contours lease it would revert back to the Airport. He commented that at the time of the last lease, Mr. Goin requested a two-year lease, but Staff provided a two-year lease with a two-year extension option instead to ensure there was enough time if necessary. Chair Herston confirmed with Mr. Parish that the expiration of the current lease, which is the end of the two-year option, is August 31, 2021. Chair Herston inquired if Mr. Goin is current on his rent. Mr. Parish commented that he is not. Chair Herston inquired if Mr. Goin is in violation of his lease. Attorney Carr commented that he is in three ways, and has been notified of such, as he is delinquent on his rent, delinquent on his taxes, and has failed and refused to fix the fire damage that occurred in October. Chair Herston inquired if there is any remedy in the lease for violation of any of the terms. Attorney Carr commented that there is always remedy of declaring default and moving for eviction and opined that with the lease ending in a few months, it may not be feasible or necessary. He commented that he has tried desperately to keep Mr. Goin current and on notice associated with the termination as he reminds Mr. Goin in every email of when his lease ends. Chair Herston commented that for clarity purposes, August 31, 2021 is the end of Gulf Contours two-year option. Attorney Carr commented that Mr. Goin had an original lease that terminated about five-years ago, that a year was spend in debate with the Board and Mr. Parish to renew the lease, and that at that time, Mr. Parish wanted to use the facility for the same purposes stated today. He commented that he was engaged to aid Ms. Desguin in dealing with Mr. Goin and that a two-year lease was negotiated as it is all Mr. Goin stated he needed to sell his business. He commented that almost at the conclusion of that negotiation Mr. Goin requested a two-year option to be added as he wanted to have additional time if needed, and that it was agreed upon that the option was at the Airport's discretion, not Mr. Goin's. He commented that Mr. Goin then came to the Board requesting the optional renewal period with the same reasons as today in which the Board agreed and advised Mr. Goin that absolutely under no circumstances would the lease be renewed at the end. He commented that it does say that in the lease that he signed. Chair Herston inquired if the premise is vacated on August 31 if the building will be moved forward as described. Mr. Parish commented that the building would be used for fuel truck staging as soon as it is vacated. He commented that as soon as the new FBO is open, the jet trucks that service Allegiant need a new home. Chair Herston inquired what the current square footage of the building is. Mr. Parish commented 8,400 square feet, that all buildings are appraised at the termination of a lease, that the building has been appraised, that the new rent on a new agreement for the building would be \$6,700 per month, and that the rent is currently \$3,983 per month. Commissioner Hancik opined that since Mr. Goin sent a letter concerning his lease that a response should be sent. Chair Herston commented that no actions can be taken today and that if a letter is desired to be sent, Attorney Carr should be provided direction as to how the Board would like to respond. Commissioner Andrews opined that Mr. Goin has known for quite a while. Attorney Carr commented that Mr. Goin has been aware of the lease termination for five-years. Commissioner Andrews opined that based upon everything he has seen including the violations, he would like to move on as planned to not renew the lease after the expiration. Chair Herston requested that Attorney Carr discuss the situation of a potential stay over

where a lease expires, and the tenant does not vacate. Attorney Carr opined that it is possible that Mr. Goin could attempt to hold over, meaning that he could try to continue occupying the building after the lease expiration, resulting in legal action being required to remove Mr. Goin and his equipment. Chair Herston inquired if there are any term in the lease that would escalate the rent at that point. Mr. Parish and Attorney Carr commented that there is a default rate of 1.5 times. Chair Herston inquired how a decision of that nature would affect Airport operations and what the ideal situation would be. Mr. Parish opined that the ideal situation would be to proceed with the planning that was started four years ago when it was decided to extend Mr. Goin's lease and that if the Board goes a different direction, Staff will proceed as needed. Chair Herston inquired if during the one year previously spent negotiating for the current lease the same issues were discussed that are currently being discussed. Attorney Carr commented that he was not present when Mr. Parish spoke to Mr. Goin, that when he spoke to Mr. Goin with Ms. Desguin that there were discussions of the same issues, and that he and Ms. Desguin had to meet Mr. Goin onsite to explain the lease terms. Chair Herston confirmed with Attorney Carr that what he discussed was prior to the first two-year term. Commissioner Oliver inquired as to how far delinquent Mr. Goin is. Attorney Carr commented that he is one month behind with another bill outstanding. Commissioner Oliver confirmed with Attorney Carr that Mr. Goin has not paid January or February's rent. Commissioner Oliver opined that if there is an actual need for the property and building in addition to the tenant being behind on his rent, delinquent in taxes, and failing to repair the premises as required, she is not inclined to make a special exception at this point. She opined that she would have a different opinion if it were a tenant up to date on rent that was making an effort to be a good tenant and that it is not fair to the remainder of the tenants if bad behavior is rewarded in this instance. She commented that she is fine with letting the lease end. Chair Herston inquired which years taxes are delinquent. Attorney Carr commented that Mr. Goin is delinquent in 2019 taxes by approximately \$3,500 and 2020 taxes by approximately \$6,000. He commented that Mr. Goin made an agreement with the Tax Collector in October, where the email said Mr. Goin would pay \$2,000 per month on taxes although he has only been paying \$1,000 per month and that Mr. Goin is behind for 2019 and 2020. He commented that he is unsure if the taxes can be declared delinquent but are certainly owed. Chair Herston commented that payments are being made on the 2019 taxes and that the 2020 taxes are not due yet. Commissioner Andrews commented that he would like to move on as planned. Commissioner Hancik opined that unless a Board member wants to place the subject on the February Agenda for other action that Staff proceed with a response to Mr. Goin's letter. Mr. Parish inquired if he could receive a copy of Mr. Goin's letter as it was not sent to Staff. Chair Herston inquired if Attorney Carr feels a response should be held off on until the February meeting or if it should be done immediately. Attorney Carr opined that the letter did not ask for action and that it only said Mr. Goin had an intention to renew the lease or something to that effect. Commissioner Hancik retrieved a copy of the letter from his vehicle and opined that Mr. Goin asked for a lease extension. Chair Herston inquired if in the photos received of the building, if the units within the Gulf Contours building is divided into any sections. Mr. Parish commented that the dust collection closet caught on fire, which is what is shown in the email. He commented that directly behind the dust collection closet is a mechanical room, which is separated with a four-hour firewall. He commented that at some point since the wall was built, a fan has been installed breaching the firewall and that due to that, the dust has been settling between the firewall, which is what caused the fire to continue to smolder after the fire was put out. He commented that the firewall had to be broken through to completely put the fire out. Commissioner Hancik returned with the letter from Mr. Goin. Mr. Parish opined that it was fortunate that the fire department went on a call and saw the smoke coming from the building. Chair Herston inquired if the fire went all the way through the wall to the other side. Mr. Parish commented that it penetrated the four-hour separation. Chair Herston confirmed with Mr. Parish that the buildup was inside of the wall. Mr. Parish commented

that the letter says Gulf Contours desires to renew their lease upon expiration in September of this year, that the request was previously voiced, and that the letter is a formal notification of intent. He commented that based upon the letter, he and Attorney Carr will complete a response.

5 7. Vasey Aviation Group LLC Agreement

Mr. Parish commented that he reached out to Mr. Vasey last week requesting a settlement agreement to keep the matter civil although no response has not been received. He commented that Mr. Vasey's attorney contacted Staff through a public record request for several documents and
10 opined that due to that, he does not believe Mr. Vasey will respond to the request. Commissioner Hancik commented that at the last Board Meeting he stated his position that he feels the agreement should be terminated with Mr. Vasey and there was some subsequent conversation between Attorney Carr and Commissioner Oliver as to if the agreement could be terminated. He commented that he still has the same opinion, and that the Airport has spent about \$15,000 in investigating the
15 matter already. Commissioner Oliver opined that at this stage there is not a clear breach and that she is unsure of how the Airport could file a breach of contract action in court. She opined that defending a breach of contract action could be lengthy and expensive and potentially involve deposing every member of City Council and the Airport Board. She commented that she does not love the way the agreement was drafted, that it was approved before her term, so she is unsure of
20 what the process was, and that she typically likes to see a clause of termination without cause upon 90 days' notice. She commented that she is concerned that the Airport is not allowed to hire any other economic development consultant during the term of Mr. Vasey's agreement although Mr. Vasey can represent anyone as there is no restriction and opined that Mr. Vasey being able to represent anyone makes the breach of action for the Board that much more difficult. She
25 commented that the agreement is signed by the former Chair, that there is no section for the CEO or Attorney to sign off as to form and opined that it is a good lesson for the Board to pursue a more formalized process when entering into contracts so that the Board is in a better position in the future. She commented that as far as Mr. Vasey's contract, she is unsure of if there was a breach or if he did anything and opined that the Board was upset with the City of Punta Gorda for pursuing the
30 option. She commented that the City put the matter on the Agenda and took the vote, that Mr. Vasey does not have the ability to do that regardless of if he provided the opportunity and opined that it is not clear that Mr. Vasey did provide the opportunity to the City. She commented that she has yet to see anywhere that Mr. Vasey provided a confidential record and opined that she is unsure of what record could possibly be confidential as the Airport is a public body. Mr. Parish commented
35 that he was a consultant for 20 years and that during that time, the information he produced belonged to the client. He commented that Mr. Vasey taking the information and providing it to another body without notifying the Airport is a breach of 7A in the Agreement which says that such confidential information belongs to the Airport. He commented that once the information becomes the Airports that the Airport is responsible for distributing it as requested and that it is known that
40 Mr. Vasey presented the information to the City as opposed to Staff. Commissioner Hancik opined that the principle was violated by Mr. Vasey as the Airport's consultant and that pursuing the violation could be very expensive and time consuming. He opined that the Board could also pay Mr. Vasey the remainder of what is owed and move on, which he believes is \$40,000. Mr. Parish commented that he does not disagree and commented that 7B of the Agreement says that the developer agrees to take all reasonable and necessary steps to maintain the secrecy and prevent the
45 disclosure and improper use of confidential and proprietary information. Commissioner Hancik commented that the Board can go after Mr. Vasey although it will be expensive. He opined that he would like to have a motion at the February Board meeting not to cancel the contract but instead to pay off the remainder to get out of the contract. Mr. Parish opined that the matter will not need to

5 Attorney Carr commented that the Gulf Contours lease is an ongoing issue as there was a fire in the building which resulted in a demand made upon the company's insurance carrier for the purposes of completing the repairs. He commented that Gulf Contours insurance carrier has said they don't cover the problem, resulting in a request being made to Mr. Goin to repair the fire damage as the fire damage was exacerbated due to Mr. Goin putting a hole in a fireproof wall in order to install a fan. He commented that as a result of the hole, the fire got into the fireproof wall which caused the firefighters to have to bust out the wall in order to extinguish the fire inside the wall. He commented that he asked Mr. Goin to make the repairs, that his understanding is that he initially pushed back and that he placed Mr. Goin on notice that he must proceed, or it will be a default under his lease. He commented that he also reminded Mr. Goin that the lease terminates on 10 August 31, 2021 and that Mr. Goin has been aware of that for five years. He commented that he is aware that Mr. Goin has sent correspondence to the Board associated with the lease, that he will leave the matter to the Board to discuss if it should be further considered, and that the lease was reviewed about a month ago under Commissioner Hancik's request, during which time he provided a detailed outline of the history associated with the matter. He commented that if anyone would like that outline for review, he will send it. Commissioner Oliver commented that she would like the outline. Attorney Carr commented that he will send it. He commented that there has been a great deal of information requested pertaining to what type of insurance is required for the previously approved T-hangar lease. He commented that there is a lot of misunderstanding with the type of insurance required and that he has responded to any and all request for information that he has received. He opined that he doesn't believe it's currently an issue and that tenants are proceeding with signing new leases. He commented that he tried to bring the matter with Vasey Aviation and the City of Punta Gorda to a close. He commented that the purpose of his investigation had nothing to do with the actions of the City and that he particularly doesn't care why Mr. Murray, the City Council, the County Commission or Representative Grant did what they did as it is not the Airport's concern as to how any of those parties proceed. He commented that he is not present to say if any of those parties did anything wrong. He commented that the purpose of his investigation dealt with the Airport's contract with Mr. Vasey and what his activities were. He commented that he attempted to discover Mr. Vasey's activities by serving a Public Records request to the City of 25 Punta Gorda for any documents associated with the process. He commented that on December 2nd through December 5th, 2020 Mr. Vasey was in communication with Mr. Murray associated with the Airport Investment Partnership Program (AIPP) process and that there was an email that sent some information from Mr. Murray's City email account to his personal email account, at which point the communication went dark. He opined that he doesn't know what that implies or insinuates but it is what happened. He commented that he does not have the ability to ask Representative Grant anything, nor does Representative Grant have a requirement to respond, and that it is not a concern of what Representative Grant does. He commented that Representative Grant has stated publicly in writing that he had no communication with anyone at the City and opined that he has known Representative Grant for many years as a man of his word and that he will take him at his word that he expressed an opposition to the outcome to Mr. Vasey. He commented that he is unaware of what happened after that. He opined that the most troublesome attempt was the one he made to Mr. Vasey where he attempted to communicate on four different occasions requesting a response to his inquiries to provide any documentation to the communication with the City of Punta Gorda or their officials. He commented that Mr. Vasey categorically refused and declined to do so in writing as 40 Mr. Vasey would not respond to his request. He commented that Mr. Vasey never communicated with him aside from stating that he wouldn't communicate with him. He commented that Mr. Vasey did represent that he would communicate with Mr. Parish but unfortunately, prior to 1:43 a.m. today, he had not done so. He commented that Mr. Vasey responded to Mr. Parish this morning with a response that was nonresponsive to the inquiry, provided documents that did not have 45

anything to do with the City of Punta Gorda, accusing him of misfeasance, malfeasance, and malpractice. He commented that he has given Mr. Vasey every opportunity to provide any information that exonerates him from, what he opines, is a clear indication that he was in communication with the City of Punta Gorda expressing interest that were adverse to the Board.

5 He commented that at the direction of Chair Herston, he provided a memo yesterday to each Board member with the supplemental information associated with the Vasey Aviation contract which included what allows the contract to be terminated for reasons associated with negligence and misfeasance. He commented that it's the Board's decision as to whether something should be done associated with Mr. Vasey. He commented that he would like to note that Mr. Vasey mentioned in

10 his email this morning that he feels his contract is current, that he intends to abide by it, and that if he is not paid, he will sue. Attorney Carr opined that Mr. Vasey suing the Airport would provide the power of subpoena to find out what correspondence actually took place. Commissioner Hancik commented that he would like to comment on the three matters. He commented that the Board did receive a letter from Gulf Contours pertaining to renewing their lease, that there are interesting statements made within the letter and opined that the Board needs to make a decision as to what will be done with Mr. Goin's lease. He commented that he brings the matter up as there was a gentleman present not too long ago that had an expiring lease, that it would have been simple to renew the lease for ten more years and that the Board instead bought the building for \$1.7 million. He commented that he is present at the hangars often and has been approached by tenants with legitimate concerns that he feels need to be further defined. He commented that he has had two tenants inform him that they are unable to get insurance as they are aged 75 years old and older, that they can get premises insurance and that the aircraft liability term is scaring everyone. He commented that people are asking if the tie down tenants are also required to have insurance as those aircraft do move around and can also run into things. He opined that there is a lack of knowledge as a whole as to what type of insurance is required and that he would like to ensure the program does not discourage the development of general aviation (GA) or aircraft ownership. He opined that the Board should provide the tenants concerned with the updated T-hangar lease an opportunity to address their issues during a Workshop as the last modification was the second one made from the original lease and that there was no tenant input with the changes. He commented that he has reviewed all of the information from Mr. Vasey, opined it's an interesting situation and that he doesn't feel Mr. Vasey should be paid for another month. He opined that Mr. Vasey was entitled to the payment made in December for the work performed and that moving forward, based upon what's happened, he doesn't feel the relationship needs to be maintained. Commissioner Oliver inquired if due to the threat of potential litigation, the Board is permitted to hold an Attorney-Client Privilege Workshop with a court reporter where minutes become available once the matter is resolved in order to discuss strategy. Attorney Carr commented that his understanding of an Executive Session is that it can only occur when in litigation and when settlement proposals are being discussed. He commented that those sessions are not held to discuss whether to get into litigation or how litigation is proceeding. Commissioner Hancik opined that he can recall Mr. Jackson, who gave a presentation previously on the Sunshine Law, mention that the Board cannot go dark under the threat of litigation. Chair Herston inquired as to what an Executive Session is. Attorney Carr commented that it is a private session where the public is excluded after notice, there is a record taken by a court reporter associated with a piece of ongoing litigation or settlement of a matter. He commented that the Board held an Executive Session about a year ago associated with another problem of which he was unable to act as Counsel due to a conflict. Chair Herston confirmed with Attorney Carr that the matter does not fall into the category to hold an Executive Session. Mr. Parish commented that he would like to note that once the Airport is under a threat of litigation, he refers everything to Counsel. Chair Herston opined that he agrees with that concept. Commissioner Oliver commented that she is of the understanding that the tenants did not have

notice of the new insurance requirements until the day of the meeting as it wasn't publicized. Mr. Parish commented that it was within the Agenda packet. Commissioner Oliver inquired if the lease was published the week of the meeting after the initial Agenda packet was sent out. Mr. Parish commented that it was although it was included on the Airports website. Commissioner Oliver commented that she is aware that there is not a requirement to publish supporting items seven days in advance for the Agenda and opined that if a matter is going to be controversial, which she was unaware of how controversial the lease amendment would be, it should be more widely publicized to the tenants prior to action being taken. She confirmed with Mr. Parish that some tenants have already signed the new agreement. Commissioner Oliver opined that it would be a good idea to hold a Workshop to discuss the exact insurance requirements. Mr. Parish commented that the hangar lease mirrors two airports north and south of the Airport and that it's nothing new. Commissioner Oliver commented that she does understand completely and opined that she would vote the same way tomorrow as she did last time and that it would be beneficial to hold a Workshop to further explain the requirements to the tenants prior to the leases taking effect. Attorney Carr opined that the leases are already taking effect as they're already being signed. Mr. Mallard commented that the new leases started being implemented on January 11th, that anyone with a January or February renewal has a 45-day grace period to resign, and that there have been very few comments about the new requirement as most are sending their insurance in. Commissioner Oliver commented that she did not receive an email from Mr. Nielsen. Mr. Nielsen commented that the format to send an email was changed as you now must submit a form through the Fly PGD website instead of email addresses being readily available. He commented that his lease has not come up for renewal, that he only found out about the lease through the PGD Buzz email, and that some individuals cannot get insurance. Attorney Carr commented that when the age issue was brought up regarding insurance, he informed Mr. Mallard that if an individual can provide a document showing that they have been refused insurance based on age, he would be glad to review it and that he has yet to receive any documents stating such. He opined that there is not an insurance carrier that will say they cannot insure an individual based upon age. He commented that insurance agencies do not insure the person but instead the aircraft and then place limitations as to who can operate the aircraft. He commented that if someone can provide a letter basing their coverage rejection on age, he would love to see the letter as he opines a number of age discrimination policies will be violated as a result of the letter and that he doesn't believe aviation insurance is issued to an individual but instead of an aircraft. Commissioner Coppola inquired if a physical is required to receive a pilot's license. Mr. Parish commented that it depends on which license you carry. Commissioner Coppola commented that Attorney Carr mentioned Gulf Contours putting a fan into a firewall and inquired if there is a fire inspector from the County that is supposed to go through each building. He commented that she used to do it with a former manager. Mr. Parish commented that the County does not complete walk throughs for commercial leases and that Staff does go through each hangar. He commented that for commercial leases, it would be up to the fire department and that they only walk through if there is an incident. He commented that the fire department has gone into the Gulf Contours building and indicated that the breach was made. Commissioner Coppola inquired any of the Airports leases say it's mandatory to complete a walk-through inspection. Mr. Parish commented that it's mandatory that a tenant does not tear out firewalls or modify the building without notification. Commissioner Coppola opined that there may need to be a change to inspections. Mr. Parish commented that the lease states that any modifications have to be noticed and permitted and that neither occurred regarding Gulf Contours. Commissioner Hancik commented that he remembered another concern regarding the T-hangar lease, which is that there are aircraft that are non-airworthy in the hangars. He opined that if an opportunity is offered for the tenants to vent their concerns and receive feedback, it would be beneficial. Mr. Parish opined that he isn't sure how far the Board would like to get into non-airworthy aircraft as

5 Airport is \$2,644,000 to the good, which is down \$1.8 million from Staff estimates and that
being in the black in the current environment is an enviable position. He commented that Staff
continues to watch loads, income per enplaned passenger, rental cars and parking and that things
are tracking. He commented that fewer cars are being rented but rates have gone up and that
10 the Airport is purely percentage, resulting in the Airport making as much money as normal, if
not more. He commented that the balance sheet continues to improve with \$102 million in net
assets, a reported just under \$20 million in cash, which is about \$21 million as of today and that
the FAA owes the Airport about \$1 million on a grant that will be received after the project is
15 closed out. He commented that the number will fluctuate as construction projects move forward
and that it will continue to gradually rise over the next year or few years. He commented that
Staff continues to track accounts receivable closely, that Hertz has paid everything except
\$1,600 as they're in bankruptcy, Allegiant has paid all except a couple of badging fees and that
all others are paid in full with the exception of November numbers, which is not included on
the list. Commissioner Coppola inquired if Hertz is still operating. Mr. Parish commented that
Hertz is working with the Bankruptcy Court to be approved to operate as an independent agent.
Commissioner Coppola opined that it is a shock. Mr. Parish commented that Staff is working
with Hertz to let an independent agent come in as soon as the Bankruptcy Court approves it.

20 12. Liaison Reports

- 20 a) **Punta Gorda City Council** – Commissioner Hancik recognized Councilmember Miller
and reported that the only item of interest is that the City Council is in the process of
developing their comprehensive plan.
- 25 b) **Board of County Commissioners** – Chair Herston reported that the Board is considering
impact fees, which includes an increase in multiple use zoning.
- 30 c) **Metropolitan Planning Organization** – Commissioner Andrews reported that the next
MPO meeting will be December 7th.
- d) **Community** – Commissioner Coppola reported that most of the organizations she visits
have put a stop to their meetings due to Covid, that she was out election day and that there
is a Republican Executive Committee tonight.

35 13. Attorney's Report

40 Attorney Carr reported that he has handled some delinquencies associated with Hertz and
Allegiant and that Allegiant was very accommodating once he reached out to them. He
commented that he is dealing with some small tenant issues including Gulf Contours who had
a fire, has made a payment to bring their delinquency fairly current and that he has notified Mr.
Goin that his lease is going to terminate and that he needs to find an alternate facility. He
commented that he is doing some work on hangar tenant leases to make it to where the Authority
has absolute right of entry into the facility at any time and can lock the facility down if
45 something is found that is hazardous as an individual was painting an airplane, modified the
electrical system and unfortunately someone was injured, although not as a result of something
the Airport did. He commented that he has spoken, written to, and met with Mr. Vasey and
former Commissioner Seay regarding the AIPP and has also provided a briefing to each
Commissioner and spoken to Mr. Parish regarding the items for Agenda item 16. He reported
that the Airport is not being sued and that no one is threatening to sue.

7. Employee Service Recognition

Ms. Desguin commented that Andy May, a Line Service Supervisor at the FBO, received a Five Years of Service Award yesterday as today is his day off. She presented Mr. Parish with a 15 Years of Service Award. She presented Chair Seay with a 24 Years of Service Award as Chair and Commissioner. Chair Seay discussed how the Airport has changed in her 24 years as Commissioner.

8. Consent Agenda

Commissioner Herston motioned to approve the Consent Agenda. Commissioner Andrews seconded. Motion passed unanimously.

9. Secretary/Treasurer's Report

Mr. Parish reported that on accounts receivables, Hertz is the first one. He commented that Hertz is going to the bankruptcy court next week to allow for a local Hertz operator instead of Hertz corporate to be placed onsite at the Airport and that once it's approved, the funds will be released through the court. He reported that Allegiant owes a small amount of money from turn fees and that Staff is working on that with hopes to have it resolved by the end of the month. He reported that Gulf Contours is 90 days past due and that notice has been sent through their Attorney. He commented that Staff is working with New World Trade to get them current before the next meeting. Commissioner Coppola inquired if the companies were paying before the pandemic started. Mr. Parish commented that Staff has always had issues with Gulf Contours and New World Trade but not with Allegiant or Hertz regarding accounts receivables. He commented that on the income statement for August, the month was ended with a \$8,627 gain and that it was budgeted for \$180,000 as August is a slow month as usual. He commented that for the year, Staff budgeted to have a \$5 million profit as of now with it currently at \$3.2 million which is \$1.7 million below. He commented that over the three summer months, the Airport was the fourth least affected Airport in the United States, which shows as the Airport is still operating in the black through Covid. He commented that Allegiant is flying about 80% of their flights at about 60% load factor. He commented that the balance sheet continues to grow. He opined that the Airport is doing well and that he is looking forward to another good year.

10. Liaison Reports

- a) **Punta Gorda City Council** – Commissioner Hancik had nothing to report.
- b) **Board of County Commissioners** – Commissioner Herston had nothing to report. He commented that he had discussions with some County Commissioners that feel that Airport may be moving too fast with the biggest concern being overloading the County's transportation infrastructure. Commissioner Deutsch commented that there have been a lot of ribbon cutting events.
- c) **Metropolitan Planning Organization** – Commissioner Andrews commented that he attended the October 5th MPO meeting and reviewed highlights from the meeting such as the Unified Planning Work Program, the 2045 Long Range Transportation Plan and FDOT updates. He recommended everyone visit www.CCMPO.com to review the meeting further.

5 what they were doing and that she recalls Puerto Rico building a terminal that wasn't hurricane proof. Mr. Vasey commented that Puerto Rico built an airport terminal called a cruise ship terminal and opined that it was the most unusual things he has ever seen. He commented that the arrival roadway was a two-level roadway that ended into a concrete wall. He commented that JetBlue ended up taking that terminal, which was brand new, and that during the redesign, large portions of the terminal were removed. Commissioner Coppola inquired if Mr. Vasey rehabilitated the Airport in Puerto Rico. Mr. Vasey commented that on that transaction, there was an upfront payment and a revenue share. He opined that a revenue share is important to have so that the Authority is growing with the private investor. He commented that Puerto Rico had an upfront payment of \$615 million and a revenue share over the 40-year lease projected to be \$550 million, totaling approximately \$1.2 billion dollars over the life of the lease. He commented that once the private investor got into Puerto Rico, they spent \$400 million to redo the terminal. He opined that the deal for the Authority should not be looked at as sweeping all of the money into the day of closing but instead would be getting an upfront payment and revenue share down the road, which will be substantial as a number. Commissioner Coppola inquired if any of the Puerto Rico Airport deal blocked government aid. Mr. Vasey commented that it did not and that the grants the Authority currently receives are available to private operators. He commented that in a medium hub airport, the 75% eligibility reduces to a 70% under a private operator. He commented that in the last small hub Airport deal he was involved in, it was said that the 90% funding stays there and that his team is working to verify that with the FAA as part of their to do list. He commented that the AIP entitlement and discretionary funding, PFC collection authority and TSA grants stay intact. He opined that not losing the funding is what makes the asset valuable because the private sector looks at the revenue as partnering in completing the development, which adds to the deal. Chair Seay commented that this item will be on the October regular meeting agenda to discuss the desired direction. Commissioner Andrews opined that the conversation about the subject needed to happen and that it was a good conversation. Chair Seay commented that the Board should send additional questions directly to Mr. Vasey or Mr. Parish.

30 **8. Gulf Contours Lease**

35 Commissioner Hancik commented that he put the item on the agenda as Mr. Goin was present and he didn't want him to not get a response at some point in time concerning his lease as it's in both the Board's interest and Mr. Goin's interest not to come down to the last minute trying to work out a deal. He commented that from what he understands through the history from speaking with counsel that there was no question and that at the end of his lease, Mr. Goin will need to vacate. He asked Attorney Carr to confirm. Attorney Carr confirmed that it is correct since he was tasked, and that Mr. Goin has been fully, completely and repeatedly told that. Commissioner Hancik opined that Mr. Goin has his answer then. Chair Seay commented that his lease is through August of next year. Commissioner Hancik opined that if he had a business operating on an Airport, he'd like to know what his future is a year out to know if he would be onsite another five or ten years. Chair Seay commented that the matter has been ongoing for four years, that he had a two-year extension, and the Board granted an additional two years, and that Mr. Goin was informed four years ago that this is it. Commissioner Hancik opined that he would like to ensure that if that is the current position of the Board, that Mr. Goin understands that. Attorney Carr commented that he would like to note that within his communication to Commissioner Hancik yesterday, he indicated that he had been contacted by Mr. Goin's legal counsel. He commented that the same memorandum that Commissioner Hancik received yesterday with attachments was communicated and provided to Mr. Goin's legal counsel under

the exact same email. Commissioner Coppola inquired if Mr. Goin's position is that he would like to stay or build something else. Mr. Parish commented that Mr. Goin indicated four years ago that he wanted two years to sell the business and two additional years for the new entity to find a new home, which is what the Board gave him.

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Commissioner Coppola thanked everyone for attending.

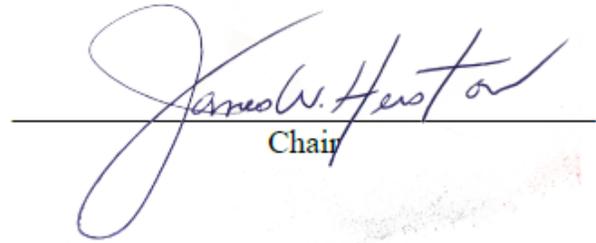
9. Adjournment

Meeting adjourned at 4:31 p.m.



Secretary/Treasurer

10



Chair

CHARLOTTE COUNTY AIRPORT AUTHORITY
MINUTES OF REGULAR MEETING WITH FINAL
BUDGET HEARING – SEPTEMBER 17, 2020 – 9:00 A.M.

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1. Call to Order

2. Invocation

Commissioner Herston gave the invocation.

3. Pledge of Allegiance

4. Roll Call

Present: Chair Seay; Commissioners Andrews, Coppola, Hancik and Herston; Attorney Carr; CEO Parish; Ms. Hendren; Mr. Laroche; Ms. Desguin; Mrs. Miller; Mr. Ridenour; Mr. Mallard; Mrs. Cauley, and Mrs. Harper (via video). **Others present:** Jim Kaletta; Commissioner Deutsch; Councilmember Miller; Punta Gorda City Manager Murray; Vanessa Oliver; Richard Pitz; Andy Vasey (via video); Sarah Beaver (via phone); Taylor Lindemann (via video); Gary Harrell (via video); Mark Kistler (via video); Eric Menger (via video); others from the private sector, and a member of the press.

5. Citizen's Input

Jerry Goin – Owner of Gulf Contours, commented that he has been on the property since 2000. He requested that his lease be renewed and commented that when he moved into the building his company has been in since 2002, that he rewired the building for 463 phase electricity. He commented that within his first two years at the Airport, his company was solicited by Desoto County to move there, that Mr. Quill and Mr. Lee convinced him to keep the company in Punta Gorda and that he has been a tenant since. He commented that his company has survived 9/11, Hurricane Charley, the slow down between 2008 and 2012, Hurricane Irma and now Covid. He commented that he received a PPP loan, which has kept him in business and that orders were down from March through July, but it has since picked up considerably. He commented that Gulf Contours is a thermofoil door and component manufacturer that is currently heavily involved with medical offices as one of their products is a vinyl with a biocide in it. He commented that he sells nationwide, including to one of the largest motorhome manufacturers in the Country, and to southwest Florida for the residential thermofoil door market. He commented that he has 12 employees, including some that have been with his company for 18 years. He commented that he has paid over \$800,000 to the Authority in rent and that his current payroll is about \$400,000 a year. He requested an extension and renewal of his lease and commented that he has nowhere to go due to 463 phase electricity not being available everywhere in the County. The Board agreed to grant Mr. Goin an allowance of additional time past his two-minute time limit. Mr. Goin commented that Gulf Contours will not survive without the lease renewal as it means bankruptcy and that Gulf Contours can't afford to move for numerous reasons including lack of funds and the electrical situation. He commented that he is aware the Authority has desired to take over his building for a long time and opined that in lieu of what his company has accomplished and meant to the area, to force him to move is unconscionable. He commented that he appreciates anything the Board can provide in that regard and thanked the Board for their time.

16. Commissioner's Comments

5 **Commissioner Coppola** – Commented that it's nice to see everyone again and that she's glad to be back.

10 **Commissioner Hancik** – Inquired as to what Staff's recommendation is to do with Mr. Goin. Mr. Parish commented that he will look at the lease termination and that there is not an extension to his current lease meaning any action would be a new lease. Attorney Carr commented that one of his first task in dealing with Mr. Goin was approximately four years ago. He commented that Mr. Goin said there was a need for him to stay in his building for two more years at the time in which it was negotiated, that Mr. Goin requested one two-year extension period as he was in the business of moving or relocating, that the lease was redrafted to Mr. Goin's request for terms and that there is specific language in the lease, which Mr. Goin was told about and reminded thereafter of, stating that the lease cannot be extended. He commented that he brings that up as it's a four-year history associated with the matter, that if the Board decides to do something different, that's the Board's decision, and that he simply wanted to remind the Board that the exact same process was completed almost four years ago. Commissioner Hancik inquired if it will be a new lease. Attorney Carr commented that he believes Mr. Goin was told at the time of the last negotiations that there was a need for the building by the Airport and that there would be no extensions and opined that it was as crystal clear as it could be four years ago to Mr. Goin. Commissioner Coppola inquired if there is any place Mr. Goin can move to that's already available on the Airport as he's been a tenant a long time. Mr. Parish commented that the Airport is maxed out. Commissioner Coppola inquired if Mr. Goin would be willing to build something. Mr. Parish opined that he does not believe so and commented that he will gather information. Chair Seay opined that this subject should be added to the October 15th meeting and inquired as to what Mr. Goin's date of lease termination is. Mr. Parish commented that he is currently unsure of the termination date.

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30 **Commissioner Herston** – Commented that Staff does a great job and welcomed Commissioner Deutsch, Mrs. Oliver, Mr. Pitz, and the City of Punta Gorda representatives.

Commissioner Andrews – Thanked everyone for attending and commented that he hopes to see everyone at the Workshop.

35 **Chair Seay** – Thanked Mrs. Miller for the groundbreaking event, thanked everyone for attending and acknowledged Commissioner Deutsch, Councilman Miller and Mrs. Oliver.

17. Adjournment

40 Meeting adjourned at 9:51 a.m.

45

Pamella A. Seay, Chair

Kathleen L. Coppola, Secretary/Treasurer

projects and that PFAS legislation pertaining to ARFF did not end up in the final draft of the Armed Forces Bill.

11. Attorney's Report

5 Attorney Carr commented that he's deferring on SuperTrak and the School Board as they will be brought up later in the meeting. He reported that negotiations and closing have been completed for the land required for the extension of Runway 22, the land for the Runway 33 extension is under contract and should conclude within the next 30 days per Attorney Hackett, 10 he's awaiting final comments on the Euro-Wall and PSC Warbird joint lease, and that Gulf Contours previously missed their payment to the tax collector but it has since been brought current.

12. CEO's Report

15 a) **Development Update** – Mr. Parish reported that an application has been submitted for the design phase of Runway 4-22 rehabilitation, the security fencing is on the agenda for approval, Runway 22 north end property acquisition has been completed, the three-way agreement for Runway 33 property acquisition is almost complete, permitting is being 20 finalized for widening the roads into and out of the Airport and in front of the terminal, phase one of the parking lot expansion should be bidding soon, the Administration building expansion is being held off on, \$6 million in funding was secured for the General Aviation ramp and taxiway, Building 207 will be part of the bid package for the General Aviation center, Runway 15-33 rehabilitation and extension is under construction and 25 wetland mitigation phase one will begin soon.

Commissioner Herston arrived at 9:36 a.m.

30 Commissioner Herston inquired as to if a retention pond is depicted on the left of the Airport Road graphic within the Development Update on the Roadway Network Improvements page. Mr. Parish commented that what Commissioner Herston is referring to is an outline of the old Airport Road.

35 b) **Marketing Update** – Mrs. Miller reported that November was a busy month with a media reach of 130 million due widely to the Air Show, AeroGuard, new Allegiant Service and local coverage. She commented that Florida Weekly wrote an article comparing the Allegiant Airports and she'll be promoting the Why Fly PGD campaign more in the coming months. Chair Seay commented that 130 million is phenomenal and complimented 40 Mrs. Miller on her hard work. Commissioner Herston inquired as to what the typical reach is. Mrs. Miller commented that it's between four (4) to eight (8) million depending on how busy the month is.

45 c) **Aviation Report** – Mr. Mallard reported on passenger counts, fuel sales and gallons pumped, aircraft ops, and hangar vacancies.

13. Old Business

50 a) **School Board of Charlotte County Lease** – Mr. Parish reported that the final lease is very similar to the lease previously presented. Attorney Carr commented that he was tasked to find a solution to accommodate both parties, that he developed the concept of a

CHARLOTTE COUNTY AIRPORT AUTHORITY

MINUTES OF REGULAR MEETING – FEBRUARY 15, 2018 – 9:00 A.M.

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1. Call to Order

2. Invocation

10 Chair Herston gave the invocation.

3. Pledge of Allegiance

4. Roll Call

15

Present: Chair Herston; Commissioners Andrews, Coppola, Hancik, Seay; CEO Parish; Attorney Carr; Ms. Laishley; Ms. Hendren; Mrs. Cauley; Mr. Laroche; Mr. Mallard; Mrs. Miller; Mr. Ridenour. **Others present:** Larry Lippel; Jim Kaletta; Mark Kistler; Richard Pitz; Stan Smith; Jim Williams; Mike Mapstone; Gary Skillman; Paul Piro; Larry McClure; Jerry Goin; Janet Goin; Commissioner Deutsch; Councilwoman Prafke; CCSO; Jeffery Litherland, and others from the private sector.

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5. Citizen's Input

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Jerry Goin – The owner of Gulf Contours, discussed his concerns with his lease renewal.

6. Additions and/or Deletions to the Agenda

7. Consent Agenda

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Commissioner Seay motioned to approve the Consent Agenda with some grammatical changes to the Florida International Airshow Agreement. Commissioner Andrews seconded. Motion passed unanimously. Attorney Carr stated that he will be fixing some formatting and grammatical errors.

35

8. Secretary/Treasurer's Report

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Mr. Parish reported on accounts receivables and pointed out the three accounts that will be discussed later in the meeting. He reported that Avis, Green Wing Aviation and Gary Jacobs are now paid in full. He reported that the Airport is on track with the revenues and expenses in the budgetary estimates. Chair Herston reported that 15 of the 21 revenue expenses for November, and 12 of the 21 revenue expenses for December, were under budget.

45

9. Committee Reports

activity per airport, tourist tax revenues, work force, single family building permits and property sales.

- 5 **g) Aviation Activities Report** – Commissioner Hancik reported on passenger numbers, fuel sales and gallons pumped, aircraft operations and hangar vacancies.

10. Attorney's Report

10 Attorney Carr gave an update on the status of the contract for fire support with Charlotte County, the Property Owners Association, the development agreement with WMU, the negotiations with Gulf Contours, and the Florida International Airshow that was approved during the Consent Agenda. He reported that he met with the insurance agent for the airshow to work on the scope and amount of coverage provided, as well as spoke with the Sheriff's Office for assistance with finding a single person, which Major Anderson volunteered for, to oversee the security of the event. He reported that the Judge entered a summary judgement against the gentleman in the dirt bike accident and stated that the case is now dismissed as not having a claim, due to the gentleman trespassing. He also has one small slip and fall case that is being handled by insurance.

20 11. CEO's Report

a) Master Plan Update – Mr. Parish reported that all data has been uploaded to the FAA and he is waiting for their response.

25 **b) Development Update** – Mr. Parish reported that the hangar doors have been completed, the air carrier ramp extension has been completed, the Flight Data Input Output Remote (FDIOR) will begin installation on February 19, 2018, Secondary Weather has been approved by the FAA and is pending installation, and the Airport is working on a scope and pending grants for the Wetland Mitigation project. He also reported that the outbound baggage belt extension has been completed, the tree removal is ongoing, the new passenger boarding ramps are in use, and that he is still waiting on the FAA to approve the land acquisition.

35 **c) 75th Anniversary** - Mrs. Miller gave a presentation on ways that the Airport will be celebrating the 75th Anniversary, which includes an updated logo (see attached), commemorative coins, and promotional events and items. Commissioner Hancik thanked Mrs. Miller and complimented the staff for the information that is given to the board and the public monthly. Chair Herston complimented Mr. Laroche for his work on the design of the coin.

40

12. Citizen's Input

Jerry Goin – Discussed his concerns further regarding his lease renewal.

45 **Larry McClure** –The event coordinator for EAA 565, expressed his appreciation for the Airport, particularly for Ron Mallard and his staff at the FBO, for taking care of all the EAA's needs. He reported that the Ford Tri-Motor flew 53 flights, which included 544

Commissioner Coppola – Wanted to pray for the children affected over the last few days in the school shooting.

5 **Commissioner Hancik** – Inquired to find a resolution to the Gulf Contours lease. Chair
Herston requested to meet with Mr. Goin to speak with him. Commissioner Hancik asked
the council if the approval and termination of leases is managements prerogative. Attorney
Carr stated that no one has discussed terminating any leases as the lease lapsed on its own
merits, after the option period was exercised by Mr. Goin. Attorney Carr referred
10 Commissioner Hancik to article five of his bi-laws as to who is responsible for the approval
and termination of leases and suggested that he allow administration to proceed with the
process. Commissioner Coppola inquired as to whether Mr. Goin is still paying rent, even
though his lease is expired. Attorney Carr stated that he is continuing to pay his rent and is
a hold over tenant. He stated that he has tried to negotiate with Mr. Goin for seven months
and has not found a negotiated resolution. Attorney Carr has terminated the negotiation
15 based upon the tone and verbiage Mr. Goin has deployed in recent communications. Chair
Herston inquired as to whether the last communications, or points of interest, were to add
installation to the roof in exchange for removing Mr. Goin’s boat. Attorney Carr stated that
the remaining issues were the installation, which has not been in the building for six years,
even though the last lease was two years ago, and he accepted the building as is. He stated
20 that Mr. Parish received numerous bids with various options, with the highest option being
\$14,000. He then stated that the \$14,000 would be divided by 10, equaling \$1,400 per year,
divided by 12, equaling an estimated \$90 increase per month for Mr. Goin’s rent. The other
remaining issue is that Mr. Goin would like to keep his personal boat on the property,
which he has been told he cannot do. Commissioner Coppola asked if the boat is not
25 allowed due to it being an attractive nuisance. Attorney Carr stated that one objective of
administration is to remove all vehicles, such as old cars, RV’s, boats, ect., from the airport
premises because they have a tendency to accumulate. Commissioner Seay stated that lease
negotiations are the responsibility of staff, and in this matter, also Attorney Carr, and that
is where the matter needs to stay. She stated that she sees Gulf Contours on Accounts
30 Receivable on a regular basis and that these are not the only issues. She feels that it is out
of order to discuss the matter due to it not being on the agenda and time was not allotted to
gather additional information. She feels that it should not be discussed by the board.
Commissioner Hancik opined that there needs to be a resolution to the situation.
Commissioner Andrews also agreed that it needs to be left with Attorney Carr and Mr.
35 Parish and that it needs a resolution. Attorney Carr stated that the final proposal was for
Mr. Goin to pay the amortized rate of the installation and remove the boat and that he has
rejected that proposal. Attorney Carr stated that Mr. Goin has a final proposal that Attorney
Carr feels is satisfactory, and he should either accept or reject the proposal. If he decides
to reject the proposal, Attorney Carr stated that he will work with Mr. Goin to have a fair
40 opportunity to vacate the facility. Chair Herston stated that he agrees with council.

Commissioner Coppola – Reported there’s a dinner and comedy show for the Sun Coast
Fire Fighters on April 20, 2018 at Hyatt Regency in Sarasota.

45 **Commissioner Seay** – Congratulated WMU on the success of their open house. Stated
she’s very happy that the Master Plan has been completed. Commented that she would like

CHARLOTTE COUNTY AIRPORT AUTHORITY

MINUTES OF REGULAR MEETING – DECEMBER 14, 2017 – 9:00 A.M.

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1. Call to Order

2. Invocation

10 Chair Herston gave the invocation.

3. Pledge of Allegiance

4. Roll Call

15

Present: Chair Herston; Commissioners Coppola, Hancik and Seay; CEO Parish; Attorney Carr; Mrs. Cauley; Ms. Desguin; Mr. Laroche; Mrs. Pitter; Mr. Ridenour and Mrs. Smith. **Others present:** Jim Kaletta, Ned Rose, Jennifer Hamilton, Mike Mapstone, Stan Smith, Gary Harrell, Larry McClure, Councilmember Prafke, other people from the private sector and a member of the press. **Absent:** Commissioner Andrews.

20

5. Citizen's Input

6. Additions and/or Deletions to the Agenda

25

7. Consent Agenda

Commissioner Seay made a motion to approve the Consent Agenda. Commissioner Coppola seconded. Motion passed unanimously.

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8. Secretary/Treasurer's Report

Mr. Parish commented that income statement for October exceeds the budget numbers. He went over a couple accounts that have had payments applied and that there are a couple that will need to be written off. He commented that Gulf Contours is not paying the Authority the sales tax on their lease payment. There was discussion on there being a movement to eliminate the sales tax on leased property.

35

9. Committee Reports

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a) **Land Use** - Chair Herston reported that the County is making changes to ECAP regulations and he is opposed to the buffer regulation. Mr. Parish commented that he was against the ECAP zoning years ago, but it is significantly better than it was. He commented that without it there is no limitation on residential development. Commissioner Hancik suggested writing a letter supporting the changes. There was further discussion on the buffering and landscaping requirements.

45

b) **Metropolitan Planning Organization** – Chair Herston reported that there is a meeting coming up on December 18th.

5 c) **Personnel** – Commissioner Coppola presented Mrs. Cauley with a ten years of service appreciation award.

10 d) **Public Relations/Special Events** – Commissioner Coppola reported on the various articles that were published, Charlotte County Republican Club dinner, Charlotte County Republican Women’s Forum, the Authority’s Christmas Party, the Christmas Parade and the EAA Christmas Party. Chair Herston reported that he participated in the El Jobean Christmas Parade.

15 e) **Governmental Liaison** – Commissioner Seay reported that Chair Herston distributed information on the MPO’s legislative priorities and the aviation priorities that are being monitored by Jerry Paul and the Florida Airports Council. She went over the bills that are priorities that included the budget, reduction in the aviation fuel tax, elimination of sales tax on aircraft that are sold, criminal penalties for trespassing on operational areas on an airport and drone legislation.

20 f) **Economic Development** – There was no report.

25 g) **Aviation Activities** - Commissioner Hancik reported on the passenger numbers, fuel sales and gallons pumped, aircraft operations and hangar vacancies. Commissioner Coppola asked if the operation figures were a month or a year. Mr. Parish commented there are 80,000 operations a year. Commissioner Hancik explained what an operation is.

10. Attorney’s Report

30 Attorney Carr reported there has been no response regarding the fire support contract with the County, there is some resolution with the Charlotte County Airport Park of Commerce on the agreement issues, he received an e-mail from Mr. Kavalhuna stating that he continues to work on the agreement with Western Michigan University internally and **the lease negotiations with Gulf Contours is on-going**. He reported that the Florida
35 International Air Show contract has reached some accord regarding some of the general parameters and some of the items that the air show asked for were pulled out and Mr. Parish made his recommendations and the air show is amenable to all of them. He commented that the Thunderbirds will be here in 2019 and are asking for a two-year lease. He reported
40 on the two personal injury cases.

11. CEO’s Report

45 a) **Master Plan** – Mr. Parish reported that the final stakeholder meeting was held, the financial plan is on the Authority’s website, the presentation is scheduled for January 22nd at 5:00 p.m. and what the prices are for larger ads advertising the meeting. Commissioner Hancik opined that the Master Plan is a very important document and the ad needs to be

seen. Mr. Parish commented on the other places it will be advertised. Commissioner Seay suggested running it more than one day. After further discussion a quarter page ad will run two times in the regular section of the paper.

5 **b) Development Update** – Mr. Parish reported on the terminal expansion closeout, hangar door replacement, air carrier ramp construction, FIDO and weather equipment, wetland mitigation, outbound baggage belt and canopy, tree removal and obstruction removal. Commissioner Coppola commented on the CNN complaint. Mr. Parish commented that the channel has been changed to HGTV.

10 **c) Bill Pay/Electronic Checks** – Mr. Parish explained that paying some of the bills electronically will cut down the number of pieces of paper that has to be handled.

15 **d) Land Purchase** – Mr. Parish explained that the FAA commented that they want the Authority to buy the land fee simple but the FAA will not approve the purchase at this time and he is trying to contact the owner. He commented that the FAA lost both of their environmental planners and no one is doing environmental work and that is the last hurdle for the Master Plan. He commented that the Airports District Office (ADO) has everyone in the State of Florida on hold and hopes to meet with them before Christmas to get the issue resolved. Commissioner Hancik asked if the land owner was willing to sell. Mr. Parish replied that he is.

12. Citizen's Input

25 **Larry McClure** – Commented that the EAA will be hosting the Ford Tri-Motor February 1st through 5th.

13. New Business

30 **a) Committee Assignments** – Chair Herston reported that he will keep everyone in their current assignments.

35 **b) T-Hangar Leasing** – Commissioner Hancik commented that he was asking to take a look at the T-hangar waiting list policy. He commented that it spells out how T-hangars are going to be allocated and is recommending that staff move forward, and the Board look at this as the policy. Mr. Parish commented that this was brought up last month and a draft was given to Attorney Carr for review. Attorney Carr explained he had concerns when he reviewed the draft and has modified the policy. Mr. Parish commented that he did not know what the discussion was going to be about, so he distributed everything the Authority has regarding T-hangar leases. He commented that he also distributed a draft lease that the Authority's attorney who specializes on FAA leases produced. He asked the Board to review it. Commissioner Hancik opined that it is a little bit overboard. He commented on the insurance requirements and other requirements. **Attorney Carr commented on the lease he is working with for Gulf Contours and had the same questions.** He contacted special counsel who drafted the building leases also and was sent a booklet from the FAA that states the requirements are a mandatory inclusion in all leases. Mr. Parish suggested the

45