Saint Johns County Airport Authority

Board Meeting Agenda

Northeast Florida Regional Airport (UST/KSGJ)

Airport Conference Center, Monday, November 10, 2025, 4:00 pm

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- **Call to Order**
- **Pledge of Allegiance**
- **Roll Call**
- **Minutes Approval**
  - 10-13-2025 Board Meeting
  - 10-13-2025 First Public Budget Meeting
- **Agenda approval**
- **Business Partner Updates**
  - Ms. Ann Taylor, St. Johns County Commission
  - Mr. Vinny Beyers, Atlantic Aviation
  - Mr. Brent McCammon, SAAPA President
  - Mr. Nate McKendrick, Northrop Grumman
  - Mr. Reid Deputy, AOPA
- **Public Comments – General**
  - Three minutes per speaker at the discretion of the Chair
  - Address matters that reasonably may need the attention of the Authority
  - No personal, impertinent, or slanderous remarks or boisterous behavior
  - Address Authority as a body, not individual members or staff
  - Refrain from making a demand for an immediate response from the Authority

Saint Johns County Airport Authority

Board Meeting Agenda

Northeast Florida Regional Airport (UST/KSGJ)

Airport Conference Center, Monday, November 10, 2025, 4:00 pm

- **Agenda Items:**

Old Business

1. Cherry Bekaert 2023/2024 Annual Audit Presentation
2. Airport Authority Meeting Policy
3. Board Policy and Procedures: Minutes, Speaking, etc.
4. Employment Contract – Interim Executive Director
5. Executive Director Search
6. Fuel Farm (Self-Serve) Design and Bidding
7. Hawkeye View Lane Design and Bidding
8. Environmental Assessment for East Side
9. Utilities and Storm Water Design – Michael Baker

New Business

10. Rivkin Lease
11. St. Augustine Student Maintenance Training Program Grant
12. T-hangar Use Policy
13. Appeal
14. Akerman FRS
15. Internal Investigation
16. General Counsel Request Shade Meeting

Saint Johns County Airport Authority

Board Meeting Agenda

Northeast Florida Regional Airport (UST/KSGJ)

Airport Conference Center, Monday, November 10, 2025, 4:00 pm

- **Staff Reports**
  - Mr. Courtney Pittman, Interim Executive Director
  - Mr. Chris Walker, General Counsel/ Jeffrey Kempf, Deputy General Counsel
  - Mr. Chad Roberts, Aviation Attorney
- **Board Member Comments and Reports**
  - Mr. Nick Primrose, Chairman
  - Ms. Michelle Cash-Chapman, Secretary/Treasurer
  - Mr. Jerry Dedge
  - Mr. Mario Dipola
- **Next meeting**
  - Workshop Meeting, Wednesday, 17 December 2025, 09:00 AM, Airport Conference Center
  - Regular Board Meeting, Wednesday, 17 December 2025, 4:00 PM, Airport Conference Center
- **Adjournment**

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Presentation of Fiscal Year 2024 Audit – Cherry Bekaert LLP

I. Purpose

The purpose of this item is to present the Fiscal Year 2024 Annual Financial Audit prepared by Cherry Bekaert LLP for Board review and formal acceptance.

This audit satisfies all state and federal requirements, including the Florida Single Audit Act, Chapter 218, Florida Statutes, and applicable FAA and FDOT grant compliance regulations.

II. Background

Cherry Bekaert LLP serves as the Airport Authority's independent auditor and has completed the annual financial audit for Fiscal Year 2024 in accordance with generally accepted auditing standards (GAAS) and Government Auditing Standards.

The annual audit process fulfills statutory obligations for:

- Submission of audited financial statements to the Florida Auditor General.
- Compliance verification with FDOT and FAA grant reporting requirements; and
- Assurance that the Authority's financial records are accurate, transparent, and in accordance with applicable laws and accounting principles.

III. Current Situation

Representatives from Cherry Bekaert LLP will be in attendance to present the FY 2024 audit findings, financial statements, and compliance report.

Preliminary highlights indicate:

- The audit was completed on schedule and within budget.
- No material weaknesses or significant deficiencies were identified.

- The Authority's financial statements were found to present fairly, in all material respects, its financial position and results of operations for the fiscal year ended September 30, 2025.
- All FDOT and FAA grant transactions were tested and found to be in compliance with applicable funding requirements.

Upon Board acceptance, the audit will be transmitted to all required oversight agencies and posted on the Authority's website for public review in compliance with Section 218.39, Florida Statutes.

IV. Options / Considerations

Option 1 – Accept the FY 2024 Audit Report as Presented (Recommended)
Pros:

- Fulfills statutory reporting and compliance requirements.
- Demonstrates fiscal transparency and accountability.
- Maintains eligibility for continued FDOT and FAA funding.
  Cons:
- None identified.

Option 2 – Defer Acceptance Pending Further Review
Pros:

- Allows additional time for Board questions or independent review.
  Cons:
- Delays final submission to state and federal agencies may affect reporting deadlines.

Option 3 – Request Revisions or Additional Clarifications
Pros:

- Enables deeper examination of specific items or disclosures if concerns arise.
  Cons:
- May delay final acceptance and public release.

V. Staff Recommendation

Staff recommends Option 1 – Acceptance of the Fiscal Year 2024 Audit Report as presented by Cherry Bekaert LLP.

Rationale:
Acceptance of the audit affirms the Authority's financial integrity, ensures compliance with state and federal oversight requirements, and maintains transparency with stakeholders and funding partners.

VI. Adopting Resolution

Motion to accept the Fiscal Year 2024 Audit Report as presented by Cherry Bekaert LLP, and to authorize the Interim Executive Director to transmit the final report to all required agencies and publish it in accordance with statutory and regulatory requirements.

VII. Next Steps

Following Board acceptance, staff will:

1. Transmit the approved audit report to the Florida Auditor General, FDOT, and FAA.
2. Post the final report on the Authority's website.
3. Retain copies in the official financial record archives.
4. Address any minor recommendations or observations noted in the audit report.
5. Begin preliminary coordination for the FY 2026 audit cycle.

VIII. Attachments

IX. Cherry Bekaert LLP FY 2024 Audit Report and Financial Statements

ST. JOHNS COUNTY AIRPORT AUTHORITY

Audit Executive Summary

August 21, 2025

Cherry Bekaert LLP

Your Guide Forward

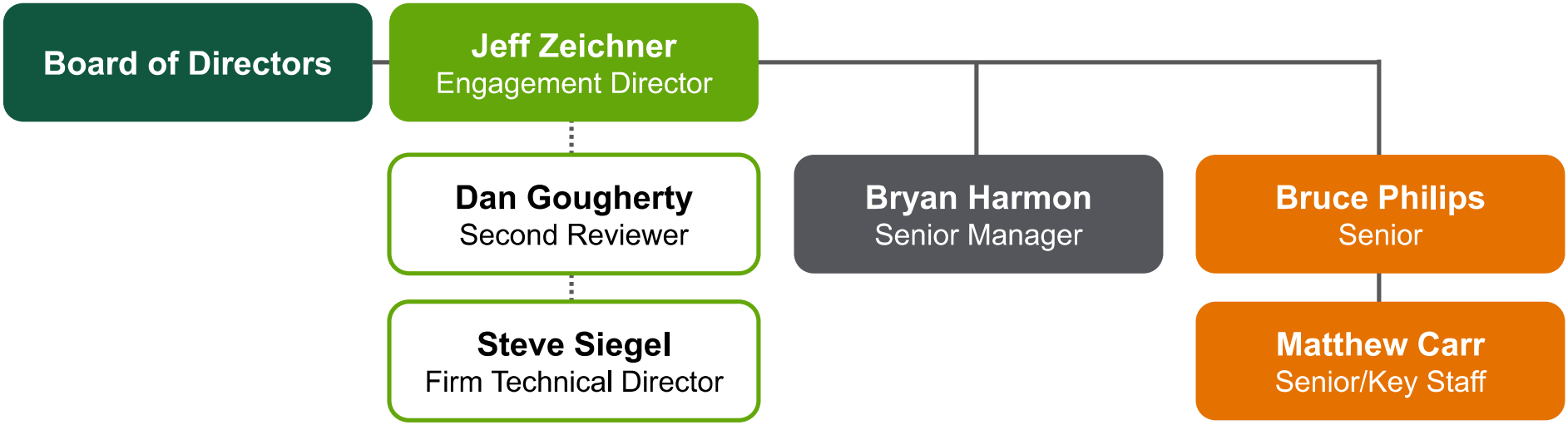


Agenda

- Client Service Team
- Results of the Audit
- Significant Audit Matters
- Internal Control Communication
- Corrected and Uncorrected Misstatements
- Qualitative Aspects of Accounting Practices
- Independence Considerations
- Other Required Communications
- Other Matters
- Upcoming Financial Reporting Changes

This information is intended solely for the use of the Board of Directors and, the management of St. Johns County Airport Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

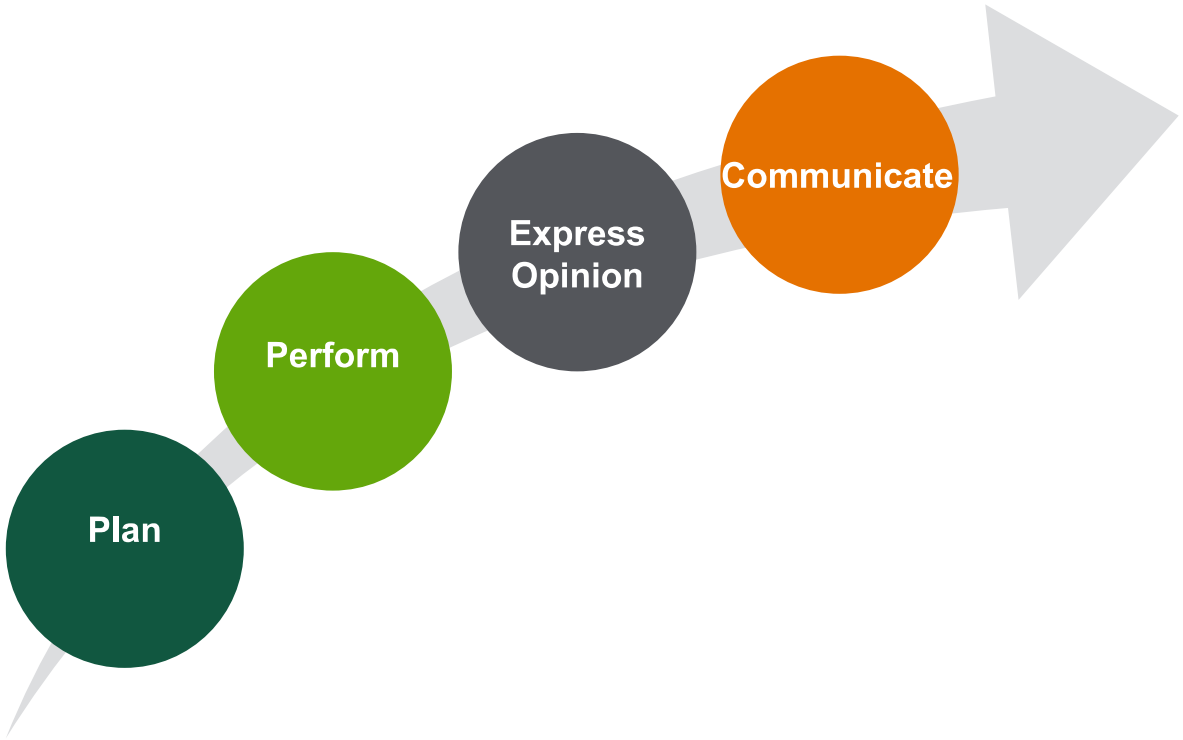
Client Service Team



Results of the Audit

We have audited the financial statements of the St. Johns County Airport Authority (the “Authority”) for the year ended September 30, 2024, and we have issued our report thereon dated August 21, 2025.

We have issued an unmodified opinion on the financial statements.



Significant Audit Matters

Management override of Controls

We have performed journal entry testing.

We have examined significant estimates for evidence of management bias.

We have made inquiries of management and non-management personnel.

The results of our procedures indicated no evidence of management override of controls



Capital Assets

We have tested additions to capital assets.

We have examined the year end CIP schedule to determine if CIP was accurate based on the status of each project

We have performed substantive analytics over depreciation expense.

The results of our procedures indicated no issues pertaining to the financial reporting of capital assets.



Internal Control Communication

In planning and performing our audit, we considered internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Internal Control Communication

Material Weakness

- A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected, on a timely basis.

Significant Deficiency

- A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We did not identify any control deficiencies that we believe to be material weaknesses.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

Corrected Misstatements

- The following material misstatement detected as a result of audit procedures were corrected by management:
  - A reclassification from construction in progress to land and land improvements in the approximate amount of $2.1 million.
  - A decrease of leases receivable and deferred inflows in the approximate amount of $46 thousand.
  - Net position and revenue were increased in the approximate amount of $25 thousand.

Corrected and Uncorrected Misstatements

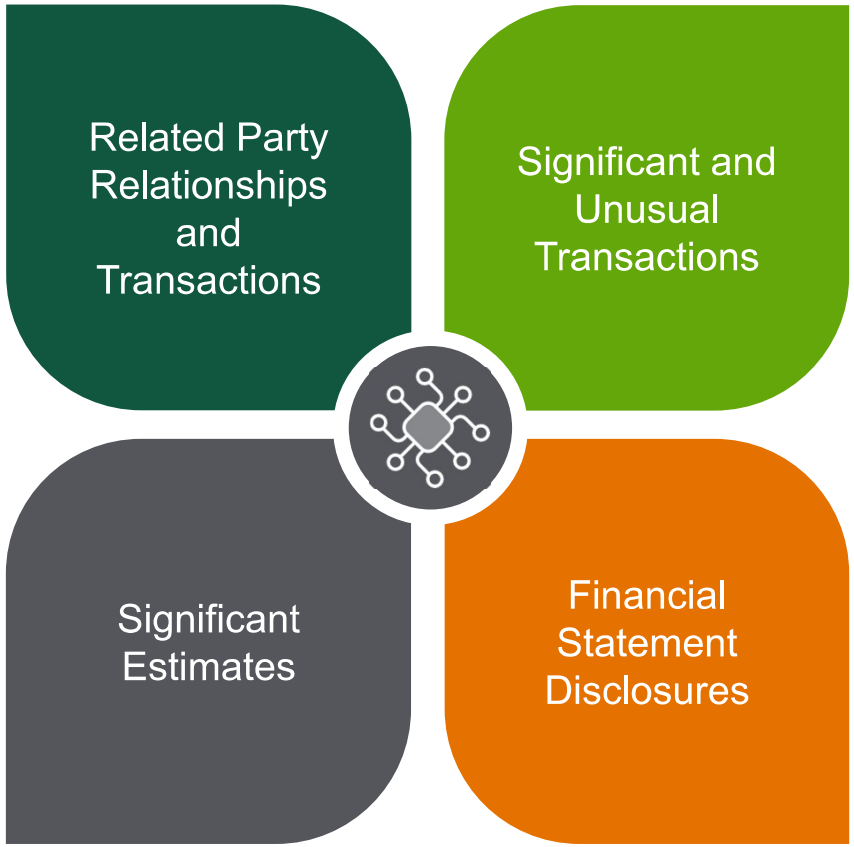
Uncorrected Misstatements

- The following summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.
  - Understatement of accounts payable and expenses in the approximate amount of $65 thousand.
  - The Authority has not recorded a liability for other post employment benefits. As a result, we estimate that liabilities are understated and net position is overstated by approximately $63 thousand.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in Note 2 to the financial statements.

No new accounting policies were adopted, and the application of existing policies was not changed during the year. We noted no inappropriate accounting policies or practices.

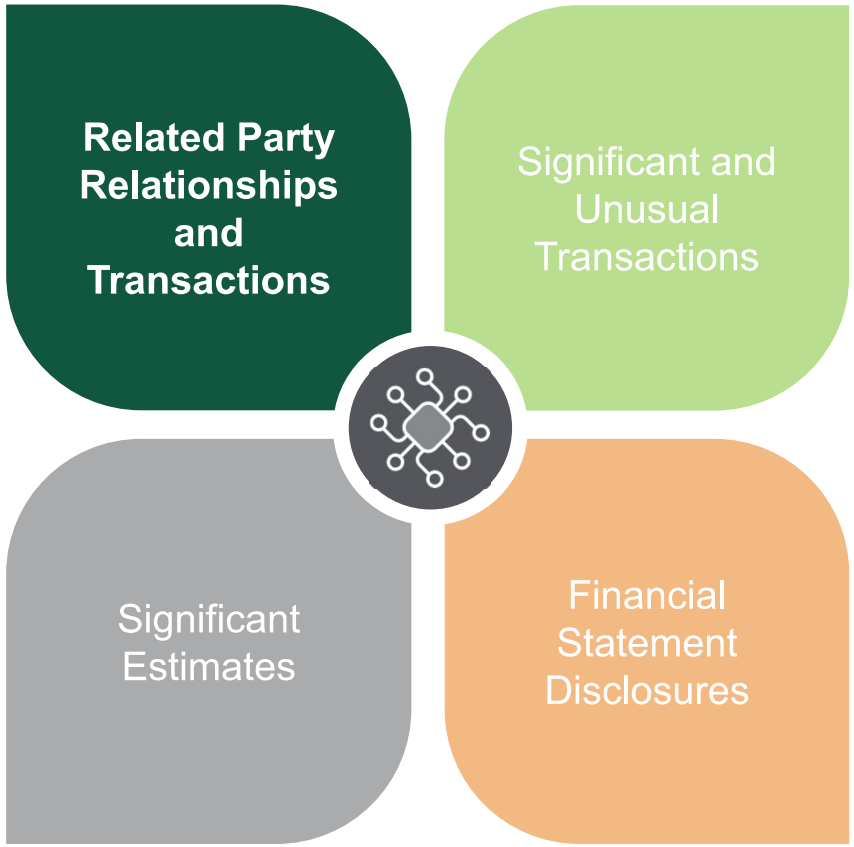


Qualitative Aspects of Accounting Practices

As part of our audit, we evaluated the Authority's identification of, accounting for, and disclosure of the Authority's relationships and transactions with related parties as required by professional standards.

We noted none of the following:

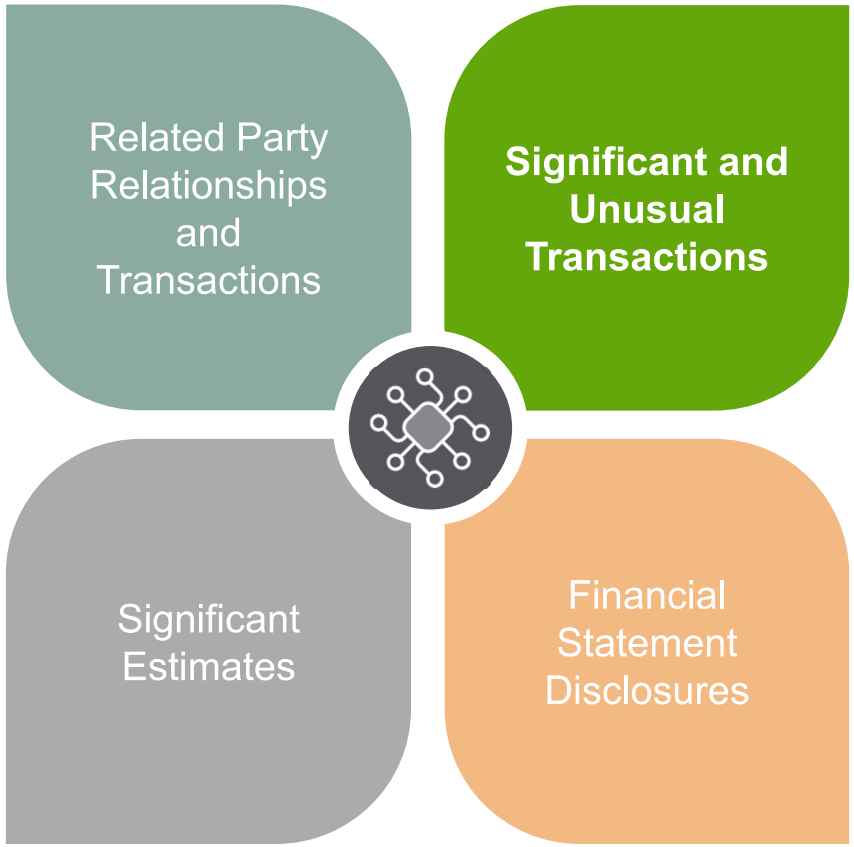
- Related parties or related party relationships or transactions that were previously undisclosed to us;
- Significant related party transactions that have not been approved in accordance with the Authority's policies or procedures or for which exceptions to the Authority's policies or procedures were granted;
- Significant related party transactions that appeared to lack a business purpose;
- Noncompliance with applicable laws or regulations prohibiting or restricting specific types of related party transactions; and
- Difficulties in identifying the party that ultimately controls the Authority.



Qualitative Aspects of Accounting Practices

We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

For purposes of this presentation, professional standards define significant unusual transactions as transactions that are outside the normal course of business for the Authority or that otherwise appear to be unusual due to their timing, size, or nature. We noted no significant unusual transactions during our audit.

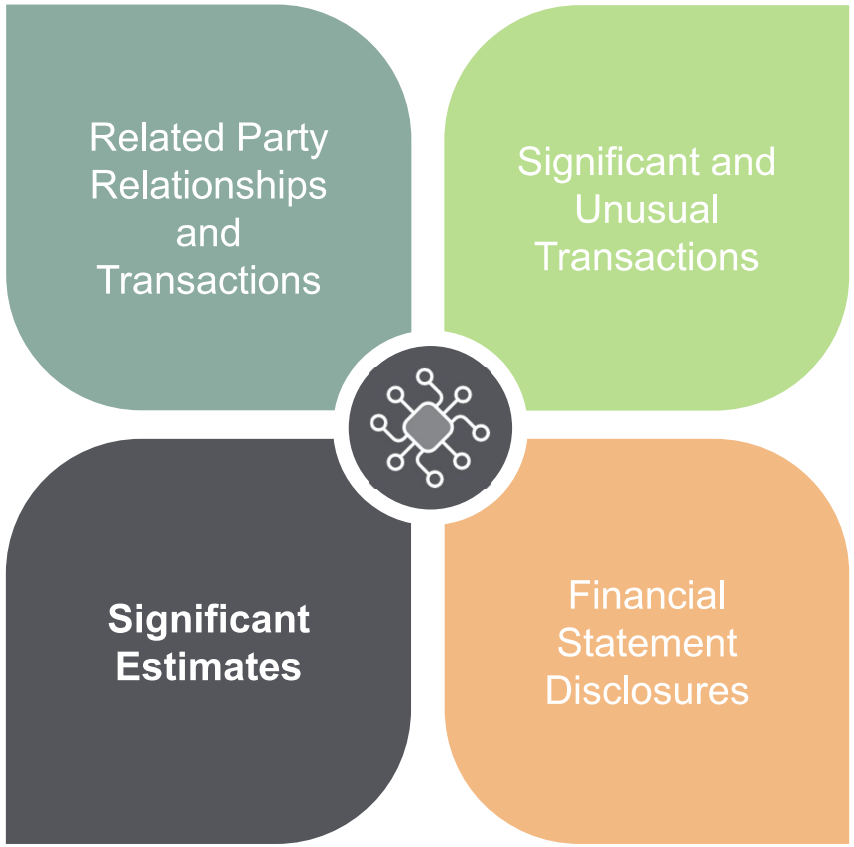


Qualitative Aspects of Accounting Practices

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

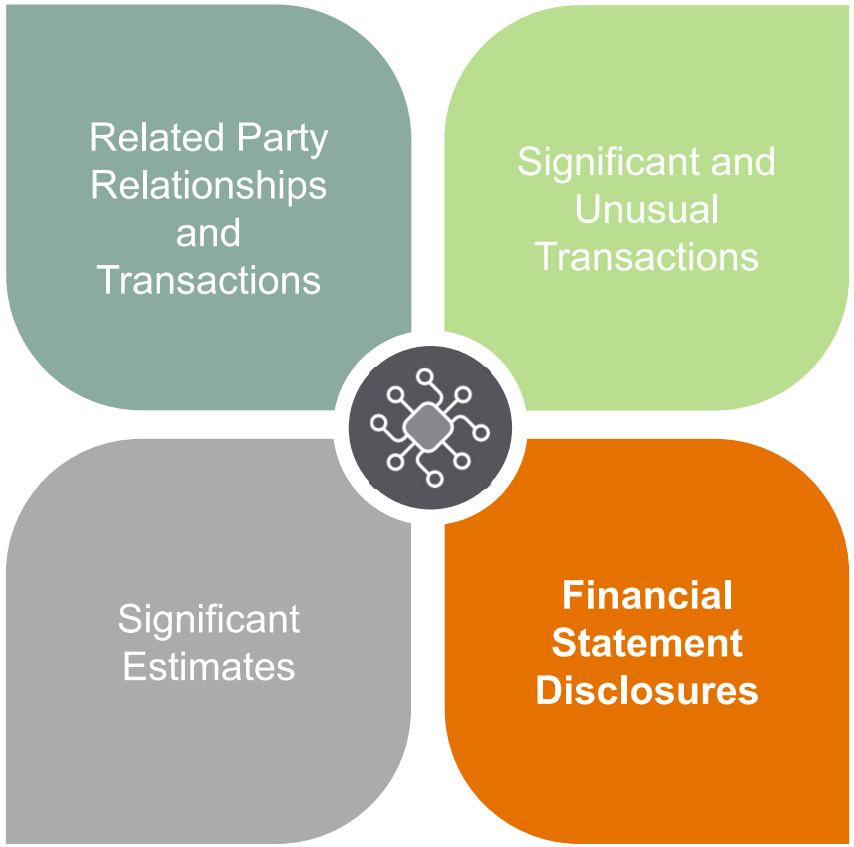
- Depreciation of capital assets
- Pension obligations
- Valuation of leases receivable

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.



Qualitative Aspects of Accounting Practices

The financial statement disclosures are neutral, consistent, and clear.



Independence Considerations

Nonattest Services

- Assist in preparation of the financial statements and notes, data collection form, and depreciation schedules.
- Assistance in the maintenance of depreciation schedules.
- Forensic accounting services.
- For all nonattest services we perform, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.



Independence Conclusion

- We are not aware of any other circumstances or relationships that create threats to auditor independence.
- We are independent of the Authority and have met our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit.



Other Required Communications

Difficulties Encountered	We encountered no significant difficulties in dealing with management in performing and completing our audit.
Disagreements with Management	Includes disagreements on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.
Auditor Consultations	We noted no matters that are difficult or contentious for which the auditor consulted outside the engagement team.
Management Representations	We have requested certain representations from management that are included in the management representation letter dated August 21, 2025.



Other Required Communications

Management Consultations	In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. To our knowledge, there were no such consultations with other accountants.
Other Findings or Issues	We generally discuss a variety of matters, including the application of accounting principles and auditing standards with management each year. These discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.
Fraud and Illegal Acts	As of the date of this presentation, no significant fraud, illegal acts, or violations of laws and regulations noted.
Going Concern	No events or conditions noted that indicate substantial doubt about the Authority’s ability to continue as a going concern.

Other Matters

Supplementary Information

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.



Upcoming Financial Reporting Changes

These standards will be effective for the Authority in the upcoming years and may have a significant impact on the Authority's financial reporting.

We would be happy to discuss with management the potential impacts on the Authority's financial statements and how we may be able to assist in the implementation efforts.

- GASB Statement No. 101, *Compensated Absences*
- GASB Statement No. 102, Certain *Risk Disclosures*
- GASB Statement No. 103, *Financial Reporting Model Improvements*
- GASB Statement No. 104, *Disclosure of Certain Capital Assets*



Questions

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About Cherry Bekaert

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Your Guide Forward

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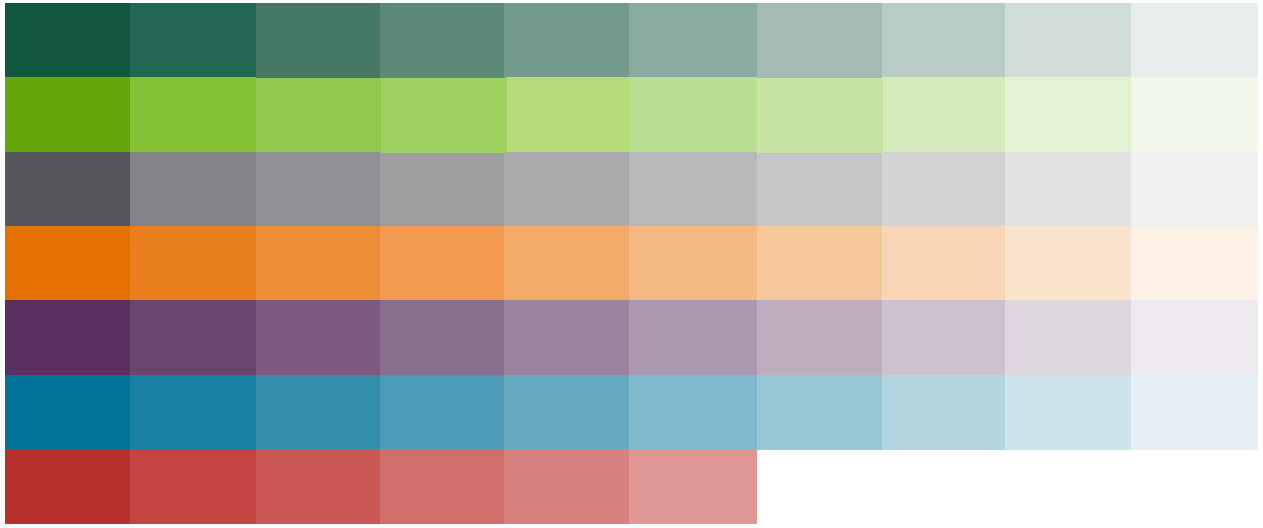

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: December 17, 2025
Subject: Airport Authority Meeting Policy

I. Purpose

To provide the Board with an overview of the proposed revisions to the Airport Authority Meetings and Conduct Policy, including procedural clarifications, Sunshine Law compliance updates, and modernization initiatives such as responsible use of Artificial Intelligence (AI) and public participation enhancements. Board consideration and adoption of the revised policy are requested.

II. Background

The current Meetings and Conduct Policy (Policy 2021-01) was last revised on August 18, 2021. Since that time, multiple developments have occurred—including changes in statutory interpretation of Florida's Government-in-the-Sunshine and Public Records Laws, evolving best practices for public participation, and operational feedback from both Authority Members and staff.

During internal review, it was determined that several sections required clarification, consolidation, and modernization to ensure the Authority's procedures align with best-in-class public governance standards. Legal counsel and staff collaborated to prepare the revised Airport Authority Meeting Policy (Policy 2025-01) for Board consideration.

III. Current Situation

The proposed policy update streamlines meeting procedures and incorporates additional compliance safeguards. Notable updates include:

- Public Participation Alignment: Relocating the public comment period to the beginning of meetings, mirroring the County's format, to promote transparency and accessibility.
- Sunshine and Public Records Provisions: Expanded guidance on digital communications, serial conversations, and staff use to reinforce compliance with Florida law.

- Use of Artificial Intelligence (AI): Establishing the Authority's first AI-use framework for administrative efficiency while preserving transparency and data integrity.
- Quorum and Remote Participation: Clarifying standards for remote attendance and livestreaming consistency with statutory requirements.
- Agenda Management and Late-Filed Materials: Enhancing accountability for timely distribution and public access to agenda packets.

The redlined version shows all deletions, insertions, and reorganizations, while the suggested-changes version presents a clean copy for adoption consideration.

V. Staff Recommendation

Staff recommends Option 1: Adoption of Policy 2025-01 (Airport Authority Meetings and Conduct Policy) as presented in the attached clean draft, superseding the 2021 version.

Rationale: The updated policy enhances transparency, codifies compliance with Florida's Sunshine and Public Records Laws, integrates modern governance practices, and reinforces consistent meeting decorum aligned with regional and state agency standards.

VI. Next Steps

Upon Board adoption:

1. The revised policy will be published on the Authority's website and distributed to all staff and members.
2. Each member will sign an acknowledgment of receipt and understanding.
3. Staff will schedule refresher training sessions addressing Sunshine Law, Public Records, and AI provisions.
4. The Authority Attorney will incorporate the updated document into the official governance policy register.

VII. Attachments

1. Airport Authority Meeting and Conduct Policy (original)
2. Airport Authority Meeting Policy – Redlines (showing tracked changes)
3. Airport Authority Meeting Policy – Suggested Changes (Clean Version)

~~POLICY 2021-01~~



~~AIRPORT AUTHORITY MEETINGS AND CONDUCT~~

~~Adopted on August 18,~~

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~~St. Johns County Airport Authority~~

Airport Authority Meetings and Conduct Policy

Originally Adopted on August 18, 2021; Revised [insert adoption date of revision]

~~I.~~ I. Purpose

The purpose of this document is to provide a written reference of the mutual understanding of Airport Authority Members and Airport Staff relative to the conduct of all meetings of the St. ~~Johns County~~Augustine Airport Authority (Authority). The document is ~~not intended to be construed as a set of rigid procedures, rather it is~~ intended to serve as a guide in determining ~~the agreed upon~~ meeting decorum, understandings, and procedures. No intention is made to supersede the need for reasonableness in the conduct of meetings or in the application of the guidance provided herein. ~~This Policy 2012-01 supersedes and replaces the previous version of Policy (2010-2).~~To the extent of any conflict, controlling law, including Florida's Government in the Sunshine Law, the reasonable opportunity to be heard requirements for public participation, and Florida's Public Records Law, shall govern. The Authority will use the Government in the Sunshine Manual/Handbook as a nonbinding interpretive resource to promote compliance and transparency. This Policy 2025-01 supersedes and replaces the previous version of Policy 2021-01 (previously 2012-01).

~~II.~~ II. Meeting Types

Generally, all meetings likely to be held by the Authority will fall under one of five classifications, as follows:

~~a)~~ a) Regular – This type of meeting is the most common. ~~It characterizes~~, characterizing the conduct of the normal~~,~~ monthly meetings of the Authority. Presently, these meetings are held on the third Monday~~,~~ of each month (excepting conflicting ~~Holidays~~holidays).

~~b)~~ b) Special – Relatively infrequent, this type of meeting is required when business matters of the Authority need to be addressed between regular meeting dates or with more urgency than normally required. The Authority's annual organizational meeting held in early January may be conducted as a special meeting. Special meetings are limited to the specific topic(s) placed on the agenda and noticed.

~~normally required. The Authority's annual organizational meeting held in early January would qualify as a "special meeting." It should be noted that these types of meetings are limited to the specific topic or topics placed on the agenda and advertised.~~

~~c)~~ c) Public Hearing – ~~Largely,~~ Public Hearings are ~~mandated by statute or federal requirement. Public Hearings are "~~special meetings~~" that are~~ designed for the purpose of affording public input ~~into~~on the specific noticed topic for which the meeting ~~was~~is held. ~~It should be noted that these types of meeting~~They are ~~also~~ limited to the ~~specific~~ topic ~~or topics~~(s) placed on the agenda and ~~advertised.~~noticed.

~~d)~~ d) Workshop – ~~The workshop type of meeting is~~ Workshop meetings are largely ~~informal in its conduct. While the meeting is public, there cannot be definitive action taken on any business matter. This type of meeting is generally~~ informational or explanatory in ~~its~~ scope. ~~Specific actions~~

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~~required or desired by the Authority need to be made a part of~~ and are conducted informally. While workshops are public and noticed, no final action may be taken. Items requiring action shall be placed on a regular or special meeting agenda ~~in order to facilitate adoption.~~.

~~e)Executive Session – This type of meeting is very rarely conducted primarily due to the limitations placed upon the meeting by statute. Examples of this type of meeting would include, relatively private discussions surrounding pending litigation or the hiring or firing of an Executive Director.~~

~~Meetings~~e) Executive Session – Executive sessions may be conducted only as authorized by Florida law and are strictly limited. Examples include certain litigation strategy conferences and collective bargaining strategy sessions as permitted by law. For litigation strategy sessions, the Authority will follow applicable procedures, including announcing the session in an open meeting and stating the case name and parties; limiting attendance to the Authority, the Authority Attorney, the court reporter, and necessary staff or consultants; having the session recorded by a certified court reporter; reconvening in open session to take any action; and making the transcript part of the public record at the conclusion of the litigation. For collective bargaining strategy sessions, attendance is limited as provided by law; discussions are confined to negotiation strategy; the session will be recorded as required; and the record will be made public at the time and in the manner prescribed by law. Executive sessions are not authorized for personnel matters (including hiring or firing), general policy discussions, or to avoid public scrutiny. The Authority will adhere to all statutory prerequisites and procedures, including noticing, attendance limitations, recording, and post-session disclosure as applicable.

~~III.~~ III. Meeting Requisitions

Meeting requests should be made either directly to the Airport Authority Chairman or to the Executive Director, as follows: Members desiring a special meeting, workshop, or executive session shall communicate such request to the Chairman during the course of any scheduled Authority meeting.

Normally, such requests would be made during the discussion of a specific agenda item covering the requested meeting topic. ~~Should~~If the item is not ~~be~~ agenda ~~item~~ -specific, a request can be made during the "Authority Member Comments" section of any meeting. Requests made through the Executive

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Director will be coordinated with the Chairman for scheduling and are normally subject to a consensus of Authority members prior to scheduling.

~~IV.~~ IV. Meeting Notices and Sunshine Compliance

a) As required by Florida ~~Statutes~~law, all meetings will be open to the public and properly noticed ~~to the public as applicable to~~ in advance, with reasonable notice given based on the ~~specific~~ type of meeting and circumstances. The Authority will not conduct discussions or take action on Authority business outside of a noticed public meeting. Meeting notices will, at a minimum, include the date, time, place, and a brief, plain-language description of the subject matters anticipated for discussion or action, along with an accessibility statement and contact information for accommodations. Notices should be clear enough to apprise the public of topics on which action may be taken and should avoid vague descriptions.

~~a)~~ b) The Authority will endeavor~~, to the greatest extent possible,~~ to meet the following minimum advance notification schedule:

~~Type Minimum Advance Notice~~

~~***Regular Meetings*** Five Days~~

~~***Special Meetings*** Twenty-four Hours – Depending on Circumstances~~

~~***Public Hearings*** Statutory Minimum as Applicable~~

~~***Workshops*** One Week~~

~~***Executive Sessions*** Statutory Minimum as Applicable~~

Type	Minimum Advance Notice
Regular Meetings	Five days
Special Meetings	Twenty-four hours
Public Hearings	Statutory minimum
Workshops	One week
Executive Sessions	Statutory minimum

~~b)~~ c) Whenever time permits, meetings shall be advertised in the St. Augustine Record newspaper. Additional notification ~~will~~may be provided to local radio stations ~~(St. Augustine Area)~~ for ~~their use in providing~~ public information ~~type~~ broadcasts. ~~Should an emergency meeting~~

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~~of the Authority be required, it~~Emergency meetings shall be deemed ~~a "~~special ~~meeting"~~meetings and will~~,~~ be noticed to the greatest extent ~~possible, be noticed as such.~~practicable under the circumstances.

~~c)A meeting shall automatically be deemed "properly advertised" when the above referenced notification time frames have been met.~~

~~d)~~d) All Airport Authority ~~Meeting Agendas~~ meeting agendas shall be made available to the ~~general~~ public on the Authority's official website ~~of the Authority for review and informational purposes.~~. The schedule of publication and updates shall generally conform to ~~that provided for~~ the ~~"Minimum Advance Notification"~~minimum advance notification table ~~identified previously in this Section.~~. A ~~"~~proviso~~"~~ shall accompany web agenda publication that ~~provides~~

~~notice to the public that the actual~~ the agenda may be ~~subject to modification~~modified at the meeting~~.~~ consistent with law. Agenda materials will be posted online when feasible and late-distributed materials made available to the public; see Section XXVIII for comprehensive requirements on agenda packets and late-filed materials.

e) Sunshine Law standards. Authority members shall not discuss Authority business with each other outside of a noticed public meeting, whether in person, by telephone, electronic mail, text message, social media, or through intermediaries, to include avoiding "walking" or "daisy-chain" communications designed to reach consensus outside a meeting. One-way communications from staff to individual members for informational purposes are permissible; staff shall not be used to facilitate member-to-member communications on Authority business. See Section XIII for comprehensive Sunshine and Public Records standards, including staff use, serial communications, social media, and records retention. During meetings, members should refrain from texting, emailing, or using messaging applications regarding agenda business to avoid inadvertent deliberations.

f) Public access and accommodation. All meetings will be held in a location accessible to the public. Where remote participation or streaming is offered, it will be provided in a manner consistent with Florida law. Reasonable accommodations will be provided upon request in accordance with applicable law. When technology is used to facilitate access (e.g., livestreaming), technical issues will not invalidate the meeting if the meeting is otherwise open and noticed; the Authority will make reasonable efforts to resolve issues promptly. For member remote participation, see Section XXIV.

g) Records. All meeting materials, agendas, minutes, recordings, written public comments, emails, text messages, social media messages or posts concerning Authority business, and other Authority records are public records unless exempt or confidential by law and shall be retained and produced in accordance with Florida's Public Records Law and records retention schedules. See Section XIII(d) for comprehensive Public Records requirements, including use of personal devices, social media content, and retention obligations.

~~V.~~ V. Agenda Preparation

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The Executive Director or his designee shall be responsible for the preparation and distribution ofprepare and distribute the official agenda associated with all Airport Authority meetings. Development of the agenda shall be , in consultation ofwith the Chairman. Items may be placed on the agenda in one of two ways, as follows:

1. Authority Members canmay request the Executive Director coordinate the placement of to place an item on the Agendaagenda for full Authority consideration;

2.1. Authority Members can call the Full Airport Authority's attention to the item during his/herDuring "Member Comment" time andComments," with thea majority's consent of a majority vote of the Authority present, the , an item will be placed on the agenda for consideration at the next appropriate meeting; or agenda;

3.1. At the Chairman's discretion of the Chairman, an Invocation and/or the Pledge of Allegiance led by Authority Members may be added to the agenda..

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~~VI.~~ VI. Approval of Minutes

~~At the present time, meeting~~Meeting minutes are prepared using ~~the services of~~ a professional court reporter~~. As such,~~; the transcribed version serves as the official minutes ~~are essentially a "verbatim" transcript of a particular meeting.~~ A backup ~~copy of the tape~~ recording ~~made during a meeting~~ is ~~also~~ maintained as a public record ~~function of~~. Minutes will record the motions, seconds, and votes of each member; a verbatim transcript is not required by law but will be available where a reporter is used. Minutes will be promptly recorded and open to public inspection. Minutes should reflect late arrivals, early departures, conflicts/abstentions with the ~~Authority. However, the transcribed version of the meeting, serves as the "official" minutes of the proceedings. Meeting minutes are~~ stated reason, and the names of movers and seconders. Minutes shall be approved as ~~follows:~~

~~a)~~ ~~Meeting Minutes without Correction or Amendment~~

1. ~~The Authority Chairman or presiding officer shall ask for corrections or amendments to the provided minutes.~~
2. ~~If there are no corrections or amendments, the Chairman or presiding officer shall declare the minutes *"Approved as Distributed."*~~

~~b)~~ ~~Meeting Minutes with Proposed Corrections or Amendments~~

~~Should there be corrections or amendments, the Chairman or presiding officer shall inquire as to the specific corrections or amendments proposed.~~

~~c)~~ ~~*No Objections to Corrections or Amendments*~~

~~If there are "No Objections," the Chairman or presiding officer shall declare the minutes *"Approved as Corrected (or Amended)."*~~

~~d)~~ ~~*Objections Interposed to Corrections or Amendments*~~

1. ~~Should there be "Objections" to the offered corrections or amendments, a motion will be required to accept, reject or modify the minutes.~~
2. ~~The results of the motion shall stand relative to the approval of the meeting minutes.~~
3. ~~The Chairman or presiding officer shall declare the final status of the minutes~~distributed, or as corrected or amended by consensus or vote, as needed. Audio or video recordings, where made, are supplemental and retained in ~~question~~accordance with applicable records schedules.

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~~VII.~~ VII. Acceptance of Financial Reports (Treasurer's Report)

~~Airport Authority financial reports are prepared by Staff or using the services of a Certified Public Accountant (CPA) reviewing data and input from Authority Staff. Staff and the Authority in making various financial decisions provide compilations for use. All financial transactions are subject to a State of Florida mandated Annual Financial Audit. Staff is routinely available to answer questions pertaining to the monthly compilations or annual audit during meetings or at any other time. The periodic compilations are also maintained as an official public record of the Authority. Financial Compilations are accepted as follows:~~

~~a)~~ ~~Compilations without Correction or Amendment~~

1. ~~The Authority Chairman or presiding officer shall ask for corrections or amendments to the provided reports.~~
2. ~~If there are no corrections or amendments, the Chairman or presiding officer shall declare the monthly financial statements *"Accepted as Distributed."*~~

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b) Compilations with Proposed Corrections or Amendments

Should there be corrections or amendments, the Chairman or presiding officer shall inquire as to the specific corrections or amendments proposed.

c) *No Objections to Corrections or Amendments*

If there are "No Objections," the Chairman or presiding officer shall declare the monthly financial reports ***"Accepted as Corrected (or Amended)."***

d) *Objections Interposed to Corrections or Amendments*

1. Should there be "Objections" to the offered corrections or amendments, a motion will be required to accept, reject or modify the monthly financial reports.
2. The results of the motion shall stand relative to the approval of the financial reports.
3. The Chairman or presiding officer shall declare the final status of the financial reports in question.

Monthly compilations are prepared by staff or a CPA and are subject to annual audit. Monthly reports may be accepted as distributed, or as corrected or amended by consensus or vote, as needed.

VIII. Approval and Modification of Meetingthe Agenda

An Agenda Item shall be placed following the approval of the financial compilations. This item shall be entitledagenda item titled "Approval of Agenda." It is the intent of this agenda item " shall follow acceptance of financial reports to facilitate Authority concurrence in the items to be discussed at the meeting. Meeting. Agendas aremay be approved as follows:

a) Meeting Agendas without Correctiondistributed or Amendment

1. The Authority Chairmanamended (by addition, deletion, or presiding officer shall ask for correctionsreordering) by consensus or amendments to the proposed agenda.
2. If there are no corrections or amendments, the Chairman or presiding officer shall declare the agenda ***"Approved as Distributed."***

b) Meeting Agendas with Proposedvote, Additions or Deletions

Should there be proposed additions or deletions to the Agenda, the Chairman or presiding officer shall inquire as to the specific nature of the change proposed.

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~~c) No Objections to the Proposed Additions or Deletions~~

~~If there are "No Objections" to the proposed changes, the Chairman or presiding officer~~

~~shall declare the Agenda **"Approved as Amended."**~~

~~d) *Objections Interposed to the Proposed Additions or Deletions*~~

~~1. Should there be "Objections" to a proposed change, a motion should be limited and~~ consistent with reasonable notice and Sunshine Law principles. The Authority will ~~be required to modify the Agenda~~avoid taking action on substantive items that were not reasonably described in the meeting notice or agenda, absent a bona fide emergency. Items added at the meeting that require action will, where practicable, be deferred to a future noticed meeting.

IX. Action Items

~~2. The results of the motion shall stand relative to proceeding with the Meeting Agenda.~~
~~3. The Chairman or presiding officer shall declare the final status of the Meeting Agenda.~~

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~~ix.~~ ~~Action~~ Items

~~a)~~a) The Executive Director shall prepare all ~~"action items" for inclusion on an appropriate Authority Agenda. Generally,~~ action items ~~are generated as a result of the normal course of conduct of Authority business. Action items may include, but are not limited to: grant related matters, most lease agreements, memoranda of understanding, Contracts (as may required by other policy), or any area where inadequate existing policy exists to guide staff.~~

~~b)~~Consent Agenda ~~- Items considered as perfunctory or routine in nature may be included within a "Consent Agenda" aimed at combining such items under a single action item and motion. Any Authority Member may ask to have any component of the consent~~for the agenda ~~removed. Following an item's removal from the consent agenda, it shall be immediately placed as an action item on the same meeting agenda for the purpose of additional scrutiny or discussion without prejudice to the item.~~

~~c)Typically, each item placed under the "action items" portion of the agenda will include~~ with sufficient detail ~~as it relates to the matter under consideration. Where appropriate, the memorandum shall include input relative to~~and, where appropriate, legal and budgetary ~~implications, as well as, a "staff recommendation" pertaining to each item.~~

~~d)A period of "public comment" specific to the topic of discussion will be afforded by the Chairman or presiding officer who shall have the latitude to limit public input to a reasonable period of time. Once the public comment period has been closed it will be the Chairman's prerogative as to whether additional comments will be entertained on a specific agenda item.~~

~~e)~~ ~~A simple majority vote of the members of the Authority shall be deemed sufficient to determine intent related to a specific action item. Motions by Authority Members pertaining to an action item can be offered when called for by the Chairman or presiding officer. Any member recognized by the Chairman can construct a motion regarding an action item. Should a member choose to do so, reference can be made to the "staff recommendation" section of the Agenda Memorandum when constructing motion language, i.e. "I move approval per staff recommendation" or "I move approval per~~ analysis and a staff recommendation ~~with the following stipulations...".~~ Backup materials should be clear, concise, and available to the public consistent with Section XXVIII.

~~Action~~b) Consent Agenda – Routine, non-controversial items may be grouped. Any member may remove an item, which shall then be considered as a standalone action item.

c) Item-specific public comment – For each action item, the Chairman shall afford an opportunity for public comment limited to that item, consistent with Section XII of this Policy and applicable law. The opportunity to be heard on an item will occur before the Authority takes official action on that item.

d) Voting – A simple majority of members present shall govern unless otherwise provided by law or this Policy. Motions may reference staff recommendations and may include stipulations. All votes shall be publicly cast; secret ballots are prohibited. Roll-call votes may be used for clarity and shall be used when required by law or when requested by any member.

~~f)~~ e) Reconsideration – Items previously ~~voted on by the Authority, other than those~~acted upon may be reconsidered only upon a super-majority (four of five members), except items referred to staff ~~for additional action~~, tabled, or otherwise not acted ~~on, may be considered again only if a super-majority (minimum of four out of five members) is obtained. It is recognized that this requirement may necessitate the indefinite tabling of an item until all Authority members are~~ upon.

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Reconsideration will occur in ~~attendance~~an open meeting with public participation consistent with this Policy.

~~x.~~ X. Motions, Seconds, Discussions, and Votes~~...~~

~~a) Items coming before the Authority that could be considered "ministerial" in nature can be accomplished by simply verifying that a **consensus** exists among the Authority members. The type of items that might normally be considered in this manner could include the approval of minutes, routine financial reports, direction to staff, or approval of travel requests for staff or other Authority members. In short, a consensus would be deemed to exist if no member objects to the action or direction proposed. Another word commonly substituted for these types of actions would be "**concurrence**." In the event of a dissenting opinion by an Authority member, a formal vote shall be required in order to discern the intent of the full Authority.~~

~~b) More routinely, a formal vote shall be required on all action items, policy matters, budget items, planning details, or items involving a contract. In order of occurrence, the following items shall be construed to facilitate an action or direction of the Authority:~~

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1. **Presentation -** shall consist of the formal presentation of an Action Item by Staff, Consultant or other presenter.
2. **Public Comment -** an opportunity for specific agenda item comments shall be provided immediately following each agenda item presentation.
3. **Pre-Motion Questions and Answers -** following an opportunity for Public Comment, the Airport Authority Members, through the Chairman, may ask questions or otherwise clarify the information presented for action.
4. **Motion** – once the Chairman has recognized an Authority member, a "motion" or action can be proposed. Motions should be sufficiently brief and specific enough to allow ready interpretation by other Authority members, staff and the public.

Motions by Chairman – As a normal course of business the Chairman shall a) Ministerial items may be accomplished by consensus; if any member objects, a formal vote is required.

b) For action items, the typical order is: presentation; item-specific public comment; member Q&A; motion; second; discussion; vote.

5. c) The Chairman ordinarily does not make the first motion until all other members present have been afforded the opportunity.
6. **Second** – once a "motion" has been made, any Authority member may "second" the proposal. The Chairman must receive a . If no second in order for the Authority to formally discuss the matter proposed. In the event a "second" is not received, the "motion" will be considered dead and no further action is requiredmotion dies.

d) Members may "call the question" after all members have had an opportunity to participate in discussion.

e) Conflicts of interest must be promptly disclosed. With the advice of counsel, the member shall state the conflict for the record, file any required disclosures, refrain from making or seconding motions, and abstain from voting. The member may participate as a member of the public during discussion, as permitted by law.

XI. Old Business

7. **Discussion** – receipt by the Chairman of a formal motion and proper second will prompt a call for "discussion." The discussion phase of a motion is normally limited to Authority members and staff. Prolonged discussions of motion details should be avoided. Members are permitted to "call the question" once being recognized by the Chairman. Immediately following a "call the question" request, members shall be required to vote on the motion on the table. A "call the question" action cannot be entertained until all members present have had an opportunity to participate in the discussion surrounding the motion in question.
8. **Voting** – following the conclusion of the "discussion" phase of a motion, the Chairman shall call for a vote of the Authority members present relative to the specific motion. Except ***as may b***e otherwise noted in this document or o***therw***ise ***superseded*** by other policy, a simple majority shall prevail. Unless an Authority member declares a ***"conflict"*** pursuant to a specific motion, a vote ***"for"*** or ***"against"*** is required.

c)In the event of a perceived or real conflict, the affected Authority member shall immediately call the item to the attention of the Chairman. In consultation with the Authority's attorney, the affected member will make a determination of the validity of the conflict. If a conflict is asserted, the Authority member shall state such conflict in sufficient detail for inclusion in the Authority's Official Meeting Minutes and shall be required to file a "formal" notice of conflict with the St. Johns County Supervisor of Elections as required by Florida Statutes.

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Should the conflict be real, the affected Authority member shall be permitted to participate in the "discussion" phase of a motion as a member of the public, but shall not be permitted to make, second or vote on the subject matter of the conflict.

xi. Old Business

a)From time-to-time, items of unfinished business or items that require a periodic re-visit such as policy reviews, certain contracts or items specifically directed by the Authority for follow-up, will be required. Recognizing the need for adequate tracking and Authority follow through, the Chairman shall, jointly with the Executive Director, assure that Airport Authority Agendas reflect such occurrences. A running calendar of these items will be maintained by staff and periodically (not longer than quarterly) communicated to the Chairman and all Authority members to assure that old business items are addressed in a timely manner.

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The Chairman, with the Executive Director, will ensure that unfinished business or periodic review items are tracked and placed on appropriate agendas. Staff will maintain a running calendar and provide periodic updates, not less than quarterly.

XII. Public Comment

~~XII. a)~~ General

~~Recognizing that the Authority is a public, governmental agency, an interested person shall be afforded a three (3) minute opportunity to address matters, express an opinion, ask questions, or request a specific action be taken. The Authority shall give due consideration to the comments received in the conduct of its affairs. To this end, three (3) minutes will be afforded to the public for comments of a more~~ public comment at the beginning of the meeting. A segment for general ~~nature during the course~~public comment shall be placed near the beginning of each regular meeting, special meeting, workshop ~~or~~, and public hearing~~.~~ agenda. Each speaker will be allotted three (3) minutes to address the Authority on any matter within the Authority's jurisdiction that is not otherwise scheduled for a public hearing at that meeting.

b) Speaker registration. Individuals wishing to speak during general public comment must complete and submit a public comment card prior to the start of the meeting to be recognized. The ~~Public~~Chair will call speakers in the order received. Speakers shall address the Board as a whole, state their name for the record, and confine remarks to the allotted time. To ensure a reasonable opportunity to be heard, the Chair may recognize a speaker who has not completed a card if time permits.

c) Written public comment. Written public comment submitted to the Authority before or during the meeting will be accepted and placed into the official record. Written comments will not be read aloud during the meeting unless directed by the Chair. Written comments received on an actionable item before the meeting will be provided to members where practicable.

d) Item-specific public comment. For each actionable agenda item, the Chair will provide an opportunity for public comment limited to that item. Item-specific comments are limited to three (3) minutes per speaker. A speaker card is encouraged for efficient recognition; the Chair may also recognize speakers present who have not submitted a card, time permitting. The Chair may adopt reasonable, content-neutral procedures such as time limits, avoidance of repetitive testimony, designation of a spokesperson for groups, and reordering of speakers to promote efficiency, provided all persons are afforded a reasonable opportunity to be heard before action is taken.

~~a)~~ e) Decorum. The public may not disrupt the meeting with personal, impertinent, profane, threatening, or slanderous remarks, or boisterous behavior. ~~The Public will address the Board as a whole and refrain from making any~~The Chair may rule a speaker out of order and, after a warning, may terminate a speaking turn to maintain order. No demand for an immediate response from the Board~~.~~ shall be made during public comment. Restrictions will be applied without regard to viewpoint. Disruption, not disagreement, is the basis for limiting participation.

f) Accommodations. Individuals requiring accommodations to participate in public comment should notify the Authority in advance. Reasonable accommodations will be provided

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consistent with applicable law. When appropriate, remote or written comment may be used as an accommodation.

~~XIII.~~ XIII. Government in the Sunshine and Public Records

~~a) The Airport Authority is subject to all State Statutes pertaining to "Government in the Sunshine." These statutes significantly affect the conduct of local governmental business and elected officials. In all ways, the Authority seeks to remain in compliance with all relevant provisions of the statute. To this end, the Authority incorporates the rules and intent of the law into this policy covering its conduct. Members are required to familiarize themselves with the specifics of the law related to their personal conduct, communication with other members, and attendance at other public meetings. Members are also reminded that all aspects of their representation are subject to the requirements of Florida Public Records Law. Staff is available to assist individual members with their understanding and compliance with the specifics of these important laws.~~

a) Open meetings. All meetings at which official acts are to be taken or at which two or more members discuss Authority business are open to the public and will be noticed. Workshops and informational briefings are subject to the Sunshine Law if two or more members discuss Authority business; no final action may be taken at workshops. Advisory boards and committees created by or acting on behalf of the Authority are likewise subject to the Sunshine Law.

b) Prohibited communications. Members shall not discuss Authority business with one another outside of a noticed public meeting, including via email, text, social media, telephone, or through intermediaries. Serial communications designed to reach decisions or consensus outside a public meeting are prohibited. Polling of members outside a meeting, or communications through staff that act as a liaison among members on Authority business, are prohibited. Attendance by two or more members at meetings of other entities or community events may require notice if Authority business will be discussed; members should avoid discussing foreseeable Authority business in such settings or ensure appropriate notice and openness.

c) Use of staff. Staff may provide one-way informational materials to individual members. Staff shall not act as an intermediary to facilitate member-to-member communications on Authority business outside of a noticed public meeting.

d) Records. All Authority records, including emails, texts, documents, agenda materials, minutes, recordings, and written public comments, are public records unless exempt or confidential by law and will be maintained and produced in accordance with Florida's Public Records Law and retention schedules. Members and staff shall use Authority systems for Authority business to facilitate retention and retrieval. Public records created or received on personal devices or accounts in connection with Authority business must be preserved and produced upon request. Social media content concerning Authority business may be a public record and must be captured and retained as required. Records subject to an active request or litigation hold shall not be destroyed.

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e) Training and guidance. Members shall familiarize themselves with Sunshine and Public Records requirements applicable to their service and may consult the Authority Attorney and staff regarding compliance. Annual refresher training is encouraged, and new members will receive an orientation covering Sunshine and Public Records compliance. The Authority Attorney may periodically brief the Board on updates reflected in the Sunshine Manual.

~~XIV.~~ XIV. Board Member Statements to the Public

~~a)~~ Unless specifically requested ~~to do so~~ by the Chairman or authorized by ~~vote or consensus of~~ the full Authority, individual ~~Authority~~ members shall not speak on behalf of the Authority ~~on any matter~~in public forums or media. In all instances, members shall clarify when ~~in a public forum or media. Caution should be exercised in comments made as~~ they ~~reflect on the entire Authority. In the absence of other direction from the entire Authority, the~~are expressing personal opinions. The Chairman and/or the Executive Director ~~are authorized to~~ may publicly represent the ~~Board in public forums or media.~~Authority as authorized.

~~b) It is of paramount importance that individual members make it *"clear"* that their comments represent their own opinion and are not necessarily the opinion or position of the entire Authority.~~

~~XV.~~ XV. Recognition by the Chairman

~~a) In order to~~To preserve order and facilitate ~~the transcription of minutes, all Authority members, staff or members of the public wishing to speak at a meeting will be required to be recognized by the Chairman or presiding officer. Recognition is obtained through an acknowledgement given by the Chairman. An example of a typical recognition would be, as follows:~~

~~Authority Member Smith – *"Mister/Madame Chairman."*~~

~~Chairman – *"Mister Smith."*~~

~~Authority Member Smith – *"I have a question for Staff."*~~

~~Chairman – *"Go ahead."*~~

~~b) In the example, there would not be a need for further Chairman~~accurate minutes, all speakers must be recognized by the Chair before speaking. Members of the public seeking recognition ~~during the course of the member's conversation with staff. The Chairman would recognize staff wishing to speak in~~

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~~the same manner as Authority members. Members of the public wishing to speak may get the~~

~~Chairman's attention simply by raising~~should complete a speaker card before the meeting for general comment and may raise a hand during ~~the appropriate "Public Comments" portion of a~~item-specific public comment. The Chair will manage recognition and time limits.

~~meeting.~~

~~XVI.~~ XVI. Signatures of Authority Officers

~~a) In an effort to eliminate the need for a specific request pertaining to each agenda item, it shall be understood that the "approval"~~Approval of any item ~~coming before~~by the Authority ~~shall also authorize an~~ authorizes the appropriate ~~signatures~~signatures by the Chairman, Secretary/Treasurer, and/or the Executive Director~~.~~ to implement the action, consistent with law and this Policy.

~~XVII.~~ XVII. Election of Officers and Committee Assignments

~~a)~~The ~~Airport~~ Authority Charter prescribes ~~that the term~~annual selection of the Chairman and Secretary/Treasurer ~~are to be determined annually by the members of the Authority. Further, the Authority has formed or has otherwise determined that member participation is beneficial in numerous outside entities and agencies. To facilitate an orderly and consistent process, the following is herein agreed:~~

~~1.~~ . The Executive Director ~~shall~~will solicit ~~a "statement of interest" from each~~ member ~~relative to officer and committee participation~~ interest approximately 30 days prior to the last ~~scheduled Authority Meeting~~meeting of each calendar year. ~~Normally, this process is expected to occur in November each calendar year but may be adjusted to generally comply with the agreed upon meeting schedule.~~

~~2.~~ Members shall ~~be afforded a minimum of~~have at least 15 days to respond ~~to the~~. The Executive Director ~~as to their individual interest areas.~~

~~3. Upon receipt of statements of~~ will compile and distribute an interest~~, the Executive Director shall prepare an official~~ list ~~for distribution to members for consideration.~~

~~4. Normal procedures for handling motions shall apply in determining officers for the next calendar year in conformance with Section X of this document.~~

~~5. Committee~~ . Officers and committee assignments ~~may~~will be determined ~~by consensus or by motion in the event of multiple member interest.~~

~~All officer~~consistent with Section X and ~~committee assignments shall have an~~will be effective ~~date of~~ January ~~1st~~1 of the subsequent ~~calendar~~ year.

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XVIII. Parliamentary Authority

The Authority will conduct its meetings in material conformance with Robert's Rules of Order Newly Revised (current edition) as a parliamentary guide. The Authority may deviate from Robert's Rules where necessary to promote efficiency, transparency, and compliance with Florida law. In the event of a conflict, controlling law and this Policy govern. The Chair may apply relaxed procedures for workshops and informational briefings, provided Sunshine Law requirements are observed and public participation is afforded as set forth in this Policy before any subsequent official action.

XIX. Use of Artificial Intelligence (AI)

Purpose and scope. This section establishes standards for the responsible use of AI tools and services by Authority members and staff when conducting Authority business, consistent with Sunshine and Public Records requirements.

Approved use. AI may be used for administrative drafting, data analysis, and research support where it improves efficiency and does not replace independent professional judgment. AI shall not be used to make final decisions, to deliberate Authority business outside noticed meetings, or to create or rely on non-public models that would impede transparency.

Public records and retention. Prompts, inputs, uploaded documents or datasets, system settings, training parameters, generated outputs, and any downstream summaries or analyses created with AI in connection with Authority business are public records unless exempt or confidential by law. Such records must be retained and produced in accordance with applicable retention schedules. Where AI tools do not natively preserve inputs/outputs, users must export and store records in Authority repositories contemporaneously.

Confidential and exempt information. Users shall not input confidential or exempt information into AI tools lacking appropriate contractual and technical safeguards. Any exempt information incorporated into AI-assisted work products must be protected and redacted before release, consistent with law.

Accuracy and attribution. AI-generated content must be reviewed for accuracy, bias, and completeness. Staff must validate legal or policy analyses with authoritative sources. Material use of AI in substantive work products should be documented in the record (e.g., "AI-assisted draft"), and final responsibility rests with the issuing official. Security and vendor management. AI vendors or tools used for Authority business should be reviewed for data security, privacy, model training on Authority data, data residency, and records export. Contracts should ensure Authority ownership of records and access for retention and public records compliance. Training. The Authority will provide periodic training on AI usage, records retention of prompts and outputs, and Sunshine/Public Records implications.

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XX. Public Right to Record and Media Access

Recording and photography. Members of the public and the media may audio- or video-record, photograph, or broadcast any public meeting using nondisruptive equipment. Reasonable rules to prevent disruption (e.g., placement of tripods, avoidance of blocking aisles, silencing devices) may be enforced, but recording may not be prohibited because of content or viewpoint. The Authority will provide reasonable space and power access when feasible without impeding operations. Press materials. Any materials provided to members that are not exempt will be available to the public and media at the meeting or online consistent with Section XXVIII.

XXI. Advisory Boards, Committees, and Delegated Bodies

Applicability. Advisory boards, committees, or panels created by, delegated authority from, or acting on behalf of the Authority are subject to the Sunshine Law. Meetings of such bodies will be noticed, open, and documented in accordance with this Policy. Staff committees. When staff committees perform decision-making functions on behalf of the Authority rather than solely fact-finding, those meetings will comply with Sunshine requirements.

XXII. Site Visits, Inspections, and Attendance at Other Meetings

Site visits and inspections. When two or more members attend site visits or inspections where Authority business will be discussed, the visit constitutes a meeting that must be noticed and open to the public to the extent practical. If logistics preclude full public attendance, no discussion or debate among members shall occur; fact-finding by staff should be documented for the record. Attendance at other entities' meetings and community events. If two or more members attend an event or another entity's meeting and Authority business is likely to be discussed among them, notice and openness are required. Members should avoid discussing foreseeable Authority business in such settings absent proper notice. See also Section XXII.

XXIII. [Reserved]

XXIV. Remote Participation, Quorum, and Accessibility Technology

Quorum and presence. A physical quorum will be established consistent with applicable law. Remote participation by members may be permitted only in circumstances authorized by law and Authority practice (e.g., extraordinary circumstances). A remotely participating member must be audible to the public and all members; votes must be publicly cast and recorded. Technology failures. Livestreaming or other technology is provided to enhance access. Technical failures will not invalidate a meeting that is otherwise open and noticed; efforts will be made to restore service promptly.

XXV. Quasi-Judicial Matters and Ex Parte Communications

Due process. In quasi-judicial proceedings, the Authority will ensure notice, the opportunity to be heard, the right to present evidence, and an impartial decision-maker. Ex parte disclosures. Members shall disclose any ex parte communications regarding a

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pending quasi-judicial matter before deliberations, including the identity of the person, the substance of the communication, and any written materials received, and shall place such disclosure on the record. Record. Decisions will be based on competent substantial evidence presented at the hearing or properly disclosed of record; the minutes should reflect pertinent findings and votes.

XXVI. Continued, Emergency, and Special Meetings – Procedures

Continuances and recesses. Meetings or agenda items may be continued or recessed to a time and place certain announced on the record. The continuation will be noticed consistent with law; if the time and place are announced in a properly noticed meeting and occur within a short interval, additional notice may be abbreviated as permitted. Emergency meetings. Emergency meetings will be called only when immediate action is required for public health, safety, or welfare, or to protect Authority interests. Notice will be given by the most effective and practicable means under the circumstances, with agenda materials posted as available. Public comment will be afforded before action to the extent practicable. Special meetings. Special meetings will be confined to noticed topics. Items not on the special meeting agenda will not be acted upon absent a bona fide emergency.

XXVII. Security Screening, Decorum, and Accessibility

Security and screening. Reasonable, content-neutral security measures (e.g., bag checks, magnetometers) may be employed if necessary for safety, provided they do not unreasonably impede public access. Accessibility. The Authority will include accessibility statements in notices and will provide reasonable accommodations upon request, including auxiliary aids and services, language assistance where feasible, and accessible seating and materials.

XXVIII. Agenda Materials – Preparation, Distribution, and Late-Filed Items

Preparation and distribution. Agenda packets will, when feasible, be posted online concurrently with member distribution and will include staff reports, contracts, and backup documents not exempt from disclosure. Late-filed materials. Materials delivered to members after agenda publication will be made available to the public at the meeting and posted online promptly. If late materials substantially change an item, the Authority will consider deferring action to allow public review absent exigent circumstances.

XXIX. Public Records Requests at Meetings

Intake and processing. Public records requests received during a meeting will be acknowledged and logged by staff. Immediate production during the meeting is not required if not feasible; staff will process requests reasonably and in good faith consistent with law.

Costs and redactions. Lawful fees and redactions will be applied consistent with Public Records Law. Exempt or confidential information will be protected and redacted before release.

XXX. Lobbying, One-on-One Communications, and Vendors

One-on-one meetings. Individual members may meet with constituents, applicants, or vendors; however, no member-to-member discussion of Authority business may occur outside noticed meetings. For quasi-judicial matters, members should minimize ex parte contacts and must disclose any such contacts as provided in Section XXV. Procurement and ethics. Vendor interactions must comply with procurement rules and ethics laws; no commitments may be made outside Authority action in a noticed meeting.

XXXI. Training, Acknowledgment, and Periodic Review

Orientation and refresher. New members will receive orientation on Sunshine and Public Records requirements, this Policy, and ethics. Annual refresher training is encouraged for all members and key staff. Acknowledgment. Members will sign an acknowledgment of receipt and understanding of this Policy upon appointment and after each material revision. Periodic review. The Authority Attorney and Executive Director will review this Policy at least biennially, considering updates reflected in the Sunshine Manual, and will recommend revisions for Authority consideration at a noticed public meeting.

XXXII. Implementation and Cure Protocol

~~6.~~ Immediate reporting. Suspected Sunshine or Public Records issues should be raised immediately with the Chair, Executive Director, and Authority Attorney. Cure steps. Where appropriate, the Authority will consider remedial measures, including re-noticing, re-opening deliberations, and re-hearing matters in an open meeting, without prejudice to other legal remedies. Documentation. Any cure actions, disclosures, and training taken in response to potential violations will be documented in the record.

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Airport Authority Meetings and Conduct Policy

Originally Adopted on August 18, 2021; Revised [insert adoption date of revision]

I. Purpose

The purpose of this document is to provide a written reference of the mutual understanding of Airport Authority Members and Airport Staff relative to the conduct of all meetings of the St. Augustine Airport Authority (Authority). The document is intended to serve as a guide in determining meeting decorum, understandings, and procedures. No intention is made to supersede the need for reasonableness in the conduct of meetings or in the application of the guidance provided herein. To the extent of any conflict, controlling law, including Florida's Government in the Sunshine Law, the reasonable opportunity to be heard requirements for public participation, and Florida's Public Records Law, shall govern. The Authority will use the Government in the Sunshine Manual/Handbook as a nonbinding interpretive resource to promote compliance and transparency. This Policy 2025-01 supersedes and replaces the previous version of Policy 2021-01 (previously 2012-01).

II. Meeting Types

Generally, all meetings likely to be held by the Authority will fall under one of five classifications, as follows:

a) Regular – This type of meeting is the most common, characterizing the conduct of the normal monthly meetings of the Authority. Presently, these meetings are held on the third Monday of each month (excepting conflicting holidays).

b) Special – Relatively infrequent, this type of meeting is required when business matters of the Authority need to be addressed between regular meeting dates or with more urgency than normally required. The Authority's annual organizational meeting held in early January may be conducted as a special meeting. Special meetings are limited to the specific topic(s) placed on the agenda and noticed.

c) Public Hearing – Public Hearings are special meetings designed for the purpose of affording public input on the specific noticed topic for which the meeting is held. They are limited to the topic(s) placed on the agenda and noticed.

d) Workshop – Workshop meetings are largely informational or explanatory in scope and are conducted informally. While workshops are public and noticed, no final action may be taken. Items requiring action shall be placed on a regular or special meeting agenda.

e) Executive Session – Executive sessions may be conducted only as authorized by Florida law and are strictly limited. Examples include certain litigation strategy conferences and collective bargaining strategy sessions as permitted by law. For litigation strategy sessions, the Authority will follow applicable procedures, including announcing the session in an open meeting and stating the case name and parties; limiting attendance to the Authority, the Authority Attorney, the court reporter, and

necessary staff or consultants; having the session recorded by a certified court reporter; reconvening in open session to take any action; and making the transcript part of the public record at the conclusion of the litigation. For collective bargaining strategy sessions, attendance is limited as provided by law; discussions are confined to negotiation strategy; the session will be recorded as required; and the record will be made public at the time and in the manner prescribed by law. Executive sessions are not authorized for personnel matters (including hiring or firing), general policy discussions, or to avoid public scrutiny. The Authority will adhere to all statutory prerequisites and procedures, including noticing, attendance limitations, recording, and post-session disclosure as applicable.

III. Meeting Requisitions

Meeting requests should be made either directly to the Airport Authority Chairman or to the Executive Director, as follows: Members desiring a special meeting, workshop, or executive session shall communicate such request to the Chairman during the course of any scheduled Authority meeting. Normally, such requests would be made during the discussion of a specific agenda item covering the requested meeting topic. If the item is not agenda-specific, a request can be made during the “Authority Member Comments” section of any meeting. Requests made through the Executive Director will be coordinated with the Chairman for scheduling and are normally subject to a consensus of Authority members prior to scheduling.

IV. Meeting Notices and Sunshine Compliance

a) As required by Florida law, all meetings will be open to the public and properly noticed in advance, with reasonable notice given based on the type of meeting and circumstances. The Authority will not conduct discussions or take action on Authority business outside of a noticed public meeting. Meeting notices will, at a minimum, include the date, time, place, and a brief, plain-language description of the subject matters anticipated for discussion or action, along with an accessibility statement and contact information for accommodations. Notices should be clear enough to apprise the public of topics on which action may be taken and should avoid vague descriptions.

b) The Authority will endeavor to meet the following minimum advance notification schedule:

Type	**Minimum Advance Notice**
Regular Meetings	Five days
Special Meetings	Twenty-four hours
Public Hearings	Statutory minimum
Workshops	One week
Executive Sessions	Statutory minimum

c) Whenever time permits, meetings shall be advertised in the St. Augustine Record newspaper. Additional notification may be provided to local radio stations for public information broadcasts. Emergency meetings shall be deemed special meetings and will be noticed to the greatest extent practicable under the circumstances.

d) All Airport Authority meeting agendas shall be made available to the public on the Authority's official website. The schedule of publication and updates shall generally conform to the minimum advance notification table. A proviso shall accompany web agenda publication that the agenda may be modified at the meeting consistent with law. Agenda materials will be posted online when feasible and late-distributed materials made available to the public; see Section XXVIII for comprehensive requirements on agenda packets and late-filed materials.

e) Sunshine Law standards. Authority members shall not discuss Authority business with each other outside of a noticed public meeting, whether in person, by telephone, electronic mail, text message, social media, or through intermediaries, to include avoiding "walking" or "daisy-chain" communications designed to reach consensus outside a meeting. One-way communications from staff to individual members for informational purposes are permissible; staff shall not be used to facilitate member-to-member communications on Authority business. See Section XIII for comprehensive Sunshine and Public Records standards, including staff use, serial communications, social media, and records retention. During meetings, members should refrain from texting, emailing, or using messaging applications regarding agenda business to avoid inadvertent deliberations.

f) Public access and accommodation. All meetings will be held in a location accessible to the public. Where remote participation or streaming is offered, it will be provided in a manner consistent with Florida law. Reasonable accommodations will be provided upon request in accordance with applicable law. When technology is used to facilitate access (e.g., livestreaming), technical issues will not invalidate the meeting if the meeting is otherwise open and noticed; the Authority will make reasonable efforts to resolve issues promptly. For member remote participation, see Section XXIV.

g) Records. All meeting materials, agendas, minutes, recordings, written public comments, emails, text messages, social media messages or posts concerning Authority business, and other Authority records are public records unless exempt or confidential by law and shall be retained and produced in accordance with Florida's Public Records Law and records retention schedules. See Section XIII(d) for comprehensive Public Records requirements, including use of personal devices, social media content, and retention obligations.

V. Agenda Preparation

The Executive Director or designee shall prepare and distribute the official agenda associated with all Airport Authority meetings, in consultation with the Chairman. Items may be placed on the agenda as follows:

1. Authority Members may request the Executive Director to place an item on the agenda for Authority consideration;
2. During "Member Comments," with a majority's consent, an item will be placed on the next appropriate meeting agenda;
3. At the Chairman's discretion, an Invocation and/or the Pledge of Allegiance may be added.

VI. Approval of Minutes

Meeting minutes are prepared using a professional court reporter; the transcribed version serves as the official minutes. A backup recording is maintained as a public record. Minutes will record the motions, seconds, and votes of each member; a verbatim transcript is not required by law but will be available where a reporter is used. Minutes will be promptly recorded and open to public inspection. Minutes should reflect late arrivals, early departures, conflicts/abstentions with the stated reason, and the names of movers and seconders. Minutes shall be approved as distributed, or as corrected or amended by consensus or vote, as needed. Audio or video recordings, where made, are supplemental and retained in accordance with applicable records schedules.

VII. Acceptance of Financial Reports (Treasurer's Report)

Monthly compilations are prepared by staff or a CPA and are subject to annual audit. Monthly reports may be accepted as distributed, or as corrected or amended by consensus or vote, as needed.

VIII. Approval and Modification of the Agenda

An agenda item titled "Approval of Agenda" shall follow acceptance of financial reports to facilitate concurrence in the items to be discussed. Agendas may be approved as distributed or amended (by addition, deletion, or reordering) by consensus or vote. Additions should be limited and consistent with reasonable notice and Sunshine Law principles. The Authority will avoid taking action on substantive items that were not reasonably described in the meeting notice or agenda, absent a bona fide emergency. Items added at the meeting that require action will, where practicable, be deferred to a future noticed meeting.

IX. Action Items

a) The Executive Director shall prepare all action items for the agenda with sufficient detail and, where appropriate, legal and budgetary analysis and a staff recommendation. Backup materials should be clear, concise, and available to the public consistent with Section XXVIII.

b) Consent Agenda – Routine, non-controversial items may be grouped. Any member may remove an item, which shall then be considered as a standalone action item.

c) Item-specific public comment – For each action item, the Chairman shall afford an opportunity for public comment limited to that item, consistent with Section XII of this

Policy and applicable law. The opportunity to be heard on an item will occur before the Authority takes official action on that item.

d) Voting – A simple majority of members present shall govern unless otherwise provided by law or this Policy. Motions may reference staff recommendations and may include stipulations. All votes shall be publicly cast; secret ballots are prohibited. Roll-call votes may be used for clarity and shall be used when required by law or when requested by any member.

e) Reconsideration – Items previously acted upon may be reconsidered only upon a super-majority (four of five members), except items referred to staff, tabled, or otherwise not acted upon. Reconsideration will occur in an open meeting with public participation consistent with this Policy.

X. Motions, Seconds, Discussions, and Votes

a) Ministerial items may be accomplished by consensus; if any member objects, a formal vote is required.

b) For action items, the typical order is: presentation; item-specific public comment; member Q&A; motion; second; discussion; vote.

c) The Chairman ordinarily does not make the first motion. If no second is received, the motion dies.

d) Members may “call the question” after all members have had an opportunity to participate in discussion.

e) Conflicts of interest must be promptly disclosed. With the advice of counsel, the member shall state the conflict for the record, file any required disclosures, refrain from making or seconding motions, and abstain from voting. The member may participate as a member of the public during discussion, as permitted by law.

XI. Old Business

The Chairman, with the Executive Director, will ensure that unfinished business or periodic review items are tracked and placed on appropriate agendas. Staff will maintain a running calendar and provide periodic updates, not less than quarterly.

XII. Public Comment

a) General public comment at the beginning of the meeting. A segment for general public comment shall be placed near the beginning of each regular meeting, special meeting, workshop, and public hearing agenda. Each speaker will be allotted three (3) minutes to address the Authority on any matter within the Authority’s jurisdiction that is not otherwise scheduled for a public hearing at that meeting.

b) Speaker registration. Individuals wishing to speak during general public comment must complete and submit a public comment card prior to the start of the meeting to be recognized. The Chair will call speakers in the order received. Speakers shall address

the Board as a whole, state their name for the record, and confine remarks to the allotted time. To ensure a reasonable opportunity to be heard, the Chair may recognize a speaker who has not completed a card if time permits.

c) Written public comment. Written public comment submitted to the Authority before or during the meeting will be accepted and placed into the official record. Written comments will not be read aloud during the meeting unless directed by the Chair. Written comments received on an actionable item before the meeting will be provided to members where practicable.

d) Item-specific public comment. For each actionable agenda item, the Chair will provide an opportunity for public comment limited to that item. Item-specific comments are limited to three (3) minutes per speaker. A speaker card is encouraged for efficient recognition; the Chair may also recognize speakers present who have not submitted a card, time permitting. The Chair may adopt reasonable, content-neutral procedures such as time limits, avoidance of repetitive testimony, designation of a spokesperson for groups, and reordering of speakers to promote efficiency, provided all persons are afforded a reasonable opportunity to be heard before action is taken.

e) Decorum. The public may not disrupt the meeting with personal, impertinent, profane, threatening, or slanderous remarks, or boisterous behavior. The Chair may rule a speaker out of order and, after a warning, may terminate a speaking turn to maintain order. No demand for an immediate response from the Board shall be made during public comment. Restrictions will be applied without regard to viewpoint. Disruption, not disagreement, is the basis for limiting participation.

f) Accommodations. Individuals requiring accommodations to participate in public comment should notify the Authority in advance. Reasonable accommodations will be provided consistent with applicable law. When appropriate, remote or written comment may be used as an accommodation.

XIII. Government in the Sunshine and Public Records

a) Open meetings. All meetings at which official acts are to be taken or at which two or more members discuss Authority business are open to the public and will be noticed. Workshops and informational briefings are subject to the Sunshine Law if two or more members discuss Authority business; no final action may be taken at workshops. Advisory boards and committees created by or acting on behalf of the Authority are likewise subject to the Sunshine Law.

b) Prohibited communications. Members shall not discuss Authority business with one another outside of a noticed public meeting, including via email, text, social media, telephone, or through intermediaries. Serial communications designed to reach decisions or consensus outside a public meeting are prohibited. Polling of members outside a meeting, or communications through staff that act as a liaison among members on Authority business, are prohibited. Attendance by two or more members at meetings of other entities or community events may require notice if Authority business

will be discussed; members should avoid discussing foreseeable Authority business in such settings or ensure appropriate notice and openness.

c) Use of staff. Staff may provide one-way informational materials to individual members. Staff shall not act as an intermediary to facilitate member-to-member communications on Authority business outside of a noticed public meeting.

d) Records. All Authority records, including emails, texts, documents, agenda materials, minutes, recordings, and written public comments, are public records unless exempt or confidential by law and will be maintained and produced in accordance with Florida's Public Records Law and retention schedules. Members and staff shall use Authority systems for Authority business to facilitate retention and retrieval. Public records created or received on personal devices or accounts in connection with Authority business must be preserved and produced upon request. Social media content concerning Authority business may be a public record and must be captured and retained as required. Records subject to an active request or litigation hold shall not be destroyed.

e) Training and guidance. Members shall familiarize themselves with Sunshine and Public Records requirements applicable to their service and may consult the Authority Attorney and staff regarding compliance. Annual refresher training is encouraged, and new members will receive an orientation covering Sunshine and Public Records compliance. The Authority Attorney may periodically brief the Board on updates reflected in the Sunshine Manual.

XIV. Board Member Statements to the Public

Unless specifically requested by the Chairman or authorized by the full Authority, individual members shall not speak on behalf of the Authority in public forums or media. In all instances, members shall clarify when they are expressing personal opinions. The Chairman and/or the Executive Director may publicly represent the Authority as authorized.

XV. Recognition by the Chairman

To preserve order and facilitate accurate minutes, all speakers must be recognized by the Chair before speaking. Members of the public seeking recognition should complete a speaker card before the meeting for general comment and may raise a hand during item-specific public comment. The Chair will manage recognition and time limits.

XVI. Signatures of Authority Officers

Approval of any item by the Authority authorizes the appropriate signatures by the Chairman, Secretary/Treasurer, and/or the Executive Director to implement the action, consistent with law and this Policy.

XVII. Election of Officers and Committee Assignments

The Authority Charter prescribes annual selection of the Chairman and Secretary/Treasurer. The Executive Director will solicit member interest approximately

30 days prior to the last meeting of each calendar year. Members shall have at least 15 days to respond. The Executive Director will compile and distribute an interest list. Officers and committee assignments will be determined consistent with Section X and will be effective January 1 of the subsequent year.

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Quorum and presence. A physical quorum will be established consistent with applicable law. Remote participation by members may be permitted only in circumstances authorized by law and Authority practice (e.g., extraordinary circumstances). A remotely participating member must be audible to the public and all members; votes must be publicly cast and recorded. Technology failures. Livestreaming or other technology is provided to enhance access. Technical failures will not invalidate a meeting that is otherwise open and noticed; efforts will be made to restore service promptly.

XXV. Quasi-Judicial Matters and Ex Parte Communications

Due process. In quasi-judicial proceedings, the Authority will ensure notice, the opportunity to be heard, the right to present evidence, and an impartial decision-maker. Ex parte disclosures. Members shall disclose any ex parte communications regarding a pending quasi-judicial matter before deliberations, including the identity of the person, the substance of the communication, and any written materials received, and shall place such disclosure on the record. Record. Decisions will be based on competent substantial evidence presented at the hearing or properly disclosed of record; the minutes should reflect pertinent findings and votes.

XXVI. Continued, Emergency, and Special Meetings – Procedures

Continuances and recesses. Meetings or agenda items may be continued or recessed to a time and place certain announced on the record. The continuation will be noticed consistent with law; if the time and place are announced in a properly noticed meeting and occur within a short interval, additional notice may be abbreviated as permitted. Emergency meetings. Emergency meetings will be called only when immediate action is required for public health, safety, or welfare, or to protect Authority interests. Notice will be given by the most effective and practicable means under the circumstances, with agenda materials posted as available. Public comment will be afforded before action to the extent practicable. Special meetings. Special meetings will be confined to noticed topics. Items not on the special meeting agenda will not be acted upon absent a bona fide emergency.

XXVII. Security Screening, Decorum, and Accessibility

Security and screening. Reasonable, content-neutral security measures (e.g., bag checks, magnetometers) may be employed if necessary for safety, provided they do not unreasonably impede public access. Accessibility. The Authority will include accessibility statements in notices and will provide reasonable accommodations upon request, including auxiliary aids and services, language assistance where feasible, and accessible seating and materials.

XXVIII. Agenda Materials – Preparation, Distribution, and Late-Filed Items

Preparation and distribution. Agenda packets will, when feasible, be posted online concurrently with member distribution and will include staff reports, contracts, and backup documents not exempt from disclosure. Late-filed materials. Materials delivered to members after agenda publication will be made available to the public at the meeting and posted online promptly. If late materials substantially change an item, the Authority will consider deferring action to allow public review absent exigent circumstances.

XXIX. Public Records Requests at Meetings

Intake and processing. Public records requests received during a meeting will be acknowledged and logged by staff. Immediate production during the meeting is not required if not feasible; staff will process requests reasonably and in good faith consistent with law.

Costs and redactions. Lawful fees and redactions will be applied consistent with Public Records Law. Exempt or confidential information will be protected and redacted before release.

XXX. Lobbying, One-on-One Communications, and Vendors

One-on-one meetings. Individual members may meet with constituents, applicants, or vendors; however, no member-to-member discussion of Authority business may occur outside noticed meetings. For quasi-judicial matters, members should minimize ex parte contacts and must disclose any such contacts as provided in Section XXV. Procurement and ethics. Vendor interactions must comply with procurement rules and ethics laws; no commitments may be made outside Authority action in a noticed meeting.

XXXI. Training, Acknowledgment, and Periodic Review

Orientation and refresher. New members will receive orientation on Sunshine and Public Records requirements, this Policy, and ethics. Annual refresher training is encouraged for all members and key staff. Acknowledgment. Members will sign an acknowledgment of receipt and understanding of this Policy upon appointment and after each material revision. Periodic review. The Authority Attorney and Executive Director will review this Policy at least biennially, considering updates reflected in the Sunshine Manual, and will recommend revisions for Authority consideration at a noticed public meeting.

XXXII. Implementation and Cure Protocol

Immediate reporting. Suspected Sunshine or Public Records issues should be raised immediately with the Chair, Executive Director, and Authority Attorney. Cure steps. Where appropriate, the Authority will consider remedial measures, including re-noticing, re-opening deliberations, and re-hearing matters in an open meeting, without prejudice to other legal remedies. Documentation. Any cure actions, disclosures, and training taken in response to potential violations will be documented in the record.

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Board Policy – Meeting Minutes, Speaking Protocol, and Conduct Procedures

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I. Purpose

To present for Board discussion and direction a proposed policy establishing formal standards for meeting minutes preparation, speaking recognition, and conduct procedures during Airport Authority meetings.
A key policy question for consideration is whether to continue utilizing a professional court reporter for official minutes or to transition to an alternative documentation method consistent with Florida law.

II. Background

The Authority currently engages a licensed professional court reporter to record and transcribe each Authority meeting. This practice has provided verbatim accuracy, clear documentation, and a defensible public record of proceedings.

While this approach has served the Authority well, it exceeds the statutory minimum requirement under Section 286.011(2), Florida Statutes, which mandates that minutes "be promptly recorded, and open to public inspection." Florida law does not require verbatim transcripts, only that the minutes reflect the motions made, actions taken, and votes cast.

Given the ongoing modernization of the Airport Authority Meetings and Conduct Policy (Policy 2025-01), staff recommends that the Board evaluate whether continuing with a professional court reporter remains the most effective and cost-efficient approach for meeting documentation.

III. Current Situation

The proposed policy update consolidates meeting governance procedures under three core areas:

1. Meeting Minutes

- Minutes are prepared from a verbatim transcript produced by a professional court reporter.
- These transcribed minutes serve as the official and only public record of Authority meetings.
- The minutes capture all motions, seconds, votes, conflicts or abstentions (with stated reasons), and arrivals or departures of members.
- Minutes are reviewed and approved at the subsequent regular meeting and then filed as the Authority's official record.

Discussion Point: Whether to continue the use of a professional court reporter or transition to an in-house or summary-based method for preparing minutes.

2. Speaking Recognition and Order

- All speakers: Authority Members, staff, or members of the public must be recognized by the Chair before speaking.
- Comments and questions are directed through the Chair to maintain an orderly discussion.
- Members of the public wishing to speak must complete a speaker card before the start of the meeting for general comment or raise a hand during item-specific comment.
- Each speaker is allotted three minutes, unless additional time is granted by the Chair.
- Comments are directed to the Board collectively, not to individual members or staff.

3. Conduct and Decorum

- The Chair is responsible for maintaining order and may warn or rule a speaker or member out of order if conduct becomes disruptive.
- Remarks must remain civil, relevant, and free of personal attacks.
- Board Members and staff are expected to uphold the highest standards of professionalism and transparency consistent with the Authority's public trust.

IV. Options / Considerations

Option 1 – Continue using a professional court reporter

Pros: Provides verbatim accuracy; ensures strong legal defensibility; consistent historical practice; no staff burden.
Cons: Recurring annual cost; exceeds statutory minimum.

Option 2 – Transition to in-house or summary-based minutes

Pros: Reduces cost; compliant with Florida law; faster availability of meeting records.
Cons: Requires dedicated staff time; lacks verbatim transcript detail.

Option 3 – Hybrid model (court reporter for key meetings only)

Pros: Flexibility to capture verbatim records for major or complex meetings; cost savings for routine sessions.
Cons: Creates variation in record format; would require clear criteria to determine which meetings warrant verbatim transcription.

V. Staff Recommendation

Staff recommend that the Board discuss and provide directions on the preferred approach for preparing meeting minutes.

Pending that direction, staff further recommends adoption of the Board Policy on Meeting Minutes, Speaking, and Conduct Procedures to establish clear, consistent, and compliant standards for all future meetings.

Rationale:
Codifying these procedures will strengthen governance consistency, ensure transparency, and clarify the Authority's operational expectations regarding meeting documentation and decorum.

VI. Next Steps

1. Conduct Board discussion and determine preferred approach for meeting minutes preparation.
2. Incorporate the Board's direction into the finalized Policy 2025-01 revision.
3. Circulate updated procedures to members and staff for acknowledgment.
4. Schedule orientation and refresher training on meeting management and public comment protocol.

VII. Attachments

1. Draft Policy – *Meeting Minutes, Speaking Recognition, and Conduct Procedures*
2. Airport Authority Meetings and Conduct Policy (Policy 2025-01, Reference: Sections VI, XII, XV, XVII)

1.

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Interim Executive Director Employment Contract

I. Purpose

The purpose of this item is to present the draft Employment Contract for the Interim Executive Director for the Board's review, discussion, and formal action.

The proposed agreement establishes the official terms and conditions of employment—including compensation, benefits, responsibilities, and duration—consistent with the Authority's governance standards and Florida public-sector best practices.

II. Background

During the October 13th, 2025, Board Meeting, the Board voted to enter into negotiations with the Interim Executive Director to formalize the terms of appointment.

Since that vote, Chairman Nick Primrose has served as the Board's liaison, working in coordination with General Counsel and staff to review draft contract language, confirm compensation parameters, and ensure the final agreement accurately reflects Board intent and organizational requirements.

The resulting contract formalizes the Interim Executive Director's responsibilities, compensation, and accountability provisions while maintaining flexibility during the ongoing search for a permanent Executive Director.

III. Current Situation

The draft Interim Executive Director Employment Contract has been reviewed by General Counsel and Chairman Primrose on behalf of the Board and is now presented for consideration and approval.

The agreement includes the following key provisions:

- Defined Term of Appointment with renewal and termination parameters.
- Compensation and benefits consistent with prior Board direction.
- Performance evaluation and reporting aligned with operational objectives; and
- Transition provisions ensuring continuity of leadership throughout the Executive Director recruitment process.

Approval of this contract will formalize the employment relationship and uphold the Authority's commitment to transparent, accountable governance.

IV. Options / Considerations

Option 1 – Approve the Draft Interim Executive Director Contract as Presented (Recommended)
Pros:

- Establish a clear, legally binding agreement.
- Reflects collaboration among the Chair, General Counsel, and staff.
- Ensures transparency and leadership stability.
  Cons:
- None identified.

Option 2 – Approve with Modifications
Pros:

- Allows the Board to adjust specific terms (e.g., compensation or duration).
  Cons:
- May delay execution pending revisions and legal re-review.

Option 3 – Defer Action
Pros:

- Provides additional time for review or negotiation.
  Cons:
- Extends the period without a formal agreement and may create administrative ambiguity.

V. Staff Recommendation

Staff recommends Option 1 – Approval of the Draft Interim Executive Director Employment Contract as presented by General Counsel and the Chair.

Rationale:
The agreement reflects the culmination of collaborative work between the Chair, General Counsel, and administration. Approval will establish formal employment terms, ensure compliance with state and Authority policy, and maintain operational stability during the leadership transition.

VI. Adopting Resolution

Motion to approve the Interim Executive Director Employment Contract as presented by General Counsel and Chairman Primrose, and to authorize the Chairman to execute the agreement on behalf of the St. Johns County Airport Authority.

VII. Next Steps

Following Board approval:

1. The Chairman will execute the finalized contract.
2. The contract will be filed in the Authority's official records.
3. The General Counsel and Interim Executive Director will ensure compliance with all terms.
4. The Authority will continue the permanent Executive Director recruitment process consistent with Board direction.

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Executive Director Search – Request for Qualifications (RFQ) and Job Description

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I. Purpose

The purpose of this item is to present the draft Request for Qualifications (RFQ) and the revised Executive Director job description for the Board's review and discussion regarding the initiation of a formal search process for the permanent Executive Director position.

These materials are provided to guide the Board's evaluation of next steps in selecting an executive search firm and formalizing the recruitment process.

II. Background

The Executive Director position is currently filled on an interim basis to maintain operational continuity and leadership stability. The Authority's succession planning framework requires the Board to initiate a structured recruitment process for a permanent appointment.

In coordination with Lippes Mathias LLP, the Authority's legal counsel, a draft RFQ has been prepared to solicit qualifications from executive search firms specializing in aviation and public-sector leadership recruitment.

A revised job description has also been developed to reflect the Board's priorities, organizational objectives, and updated expectations for the position's scope of responsibility.

Both documents are presented in draft form for Board review and input prior to publication.

III. Current Situation

The Authority continues to operate effectively under interim leadership, with all operational, financial, and compliance functions being managed without interruption.

To ensure transparency and competitiveness in the recruitment process, the following two documents are presented for review:

1. Draft Request for Qualifications (RFQ) – outlining submission requirements, evaluation criteria, and timeline for selecting an executive search firm.
2. Revised Executive Director Job Description – detailing the essential duties, qualifications, and leadership competencies required for the position.

Pending Board discussion, these materials will be finalized and released publicly, marking the start of the recruitment process for a permanent Executive Director.

IV. Options / Considerations

Option 1 – Approve the Draft RFQ and Job Description for Publication (Recommended)
Pros:

- Authorizes initiation of the search process.
- Ensures compliance with procurement and transparency standards.
- Aligns the timeline with upcoming Board meetings and budget planning.
  Cons:
- Commits staff time and administrative resources to support the recruitment process.

Option 2 – Approve with Modifications
Pros:

- Allows the Board to incorporate revisions, such as expanded evaluation criteria or revised qualifications.
  Cons:
- May delay publication and extend the recruitment timeline.

Option 3 – Defer Action
Pros:

- Provides additional time for Board review and discussion.
  Cons:
- Prolongs the interim leadership period and may delay the onboarding of a permanent Executive Director.

V. Staff Recommendation

Staff recommends Option 1 – Approval of the Draft RFQ and Job Description to initiate the search process for a permanent Executive Director.

Rationale:
This approach enables the Authority to maintain governance momentum, ensures transparency in candidate selection, and aligns with industry best practices for executive-level recruitment.

VI. Adopting Resolution

Motion to approve the draft Request for Qualifications (RFQ) and revised Executive Director job description, and to authorize the Interim Executive Director and Legal Counsel to finalize and release the RFQ to qualified executive search firms for the recruitment of the permanent Executive Director.

VII. Next Steps

Following Board direction, staff and counsel will:

1. Incorporate any revisions or feedback from the Board.
2. Finalize and issue the RFQ to prospective executive search firms.
3. Publish the revised Executive Director job description with the RFQ materials.
4. Review and evaluate submissions in coordination with designated Board representatives.
5. Present the recommended search firm for formal Board approval at a subsequent meeting.

VIII. Attachments

1. Draft Request for Qualifications (RFQ) – Executive Director Search
2. Draft Executive Director Job Description

St. Augustine Airport Authority	POSITION: Executive Director Reports to: BOD		
JOB DESCRIPTION	FLSA: Exempt		REVISION DATE: November 2025

PURPOSE:

The St. Augustine Airport Executive Director is to lead its operations, development, and strategic initiatives. The Executive Director is responsible for oversight of all aspects of the airport's administration, including financial management, regulatory compliance, infrastructure development, and community relations. The Executive Director will possess strong leadership skills, aviation industry knowledge, and a proven track record of successfully managing airport operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. **Strategic Leadership:** Develop and implement strategic plans to enhance the airport's role as a vital transportation hub for general aviation, business jet operations, and economic engine for the region.
2. **Financial Management:** Oversee budgeting, financial planning, and revenue generation activities to ensure the airport operates efficiently and sustainably.
3. **Regulatory Compliance:** Ensure compliance with all federal, state, and local regulations governing airport operations, safety, and security.
4. **Infrastructure Development**: Identify opportunities for infrastructure improvements, expansion, and modernization to meet the needs of stakeholders and accommodate growth in hangars, FBO facilities, fuel farms, and aerospace contractors.
5. **Airline and Tenant Relations:** Foster positive relationships with airlines, current tenants, and other stakeholders to promote collaboration and maximize operational effectiveness.
6. **Community Engagement:** Engage with local government officials, business leaders, community organizations, and residents to promote the airport's role in supporting aerospace industries, business aviation, economic development and tourism.
7. **Safety and Security:** Maintain the highest standards of safety and security throughout the airport facility, operations, and services. Coordinate with federal, state, and local authorities.
8. **Personnel Management:** Recruit, train, and supervise a diverse team of staff members, providing leadership, mentorship, and professional development opportunities.
9. **Marketing and Promotion**: Develop marketing strategies and promotional initiatives to attract new airlines, tenants, businesses, and travelers to the airport.
10. **Board Integration:** Participate and serve as staff representation when developing short- and long-term goals, processes, and policies. Must also assist in the Board's formulation, ensuring the philosophical objectives of the Board are integrated into Authority policies and goals. Participate in Board discussions and meetings.

St. Augustine Airport Authority	POSITION: Executive Director Reports to: BOD		
JOB DESCRIPTION	FLSA: Exempt		REVISION DATE: November 2025

KNOWLEDGE, SKILLS AND ABILITIES:

- Comprehensive airport program operations, services, and activities.
- Organization and management principles for analyzing and evaluating airport programs and policies.
- Modern principles and practices of airport program development and administration.
- Maintenance and repair methods, materials, and equipment used in airports, including runways, hangars, and fuel systems.
- Recent developments and literature in the aviation industry.
- Advanced budget preparation and administration principles.
- Building partnerships with aerospace and other commercial partners for economic development
- Supervisory, training, and performance evaluation practices.
- Pertinent Federal, State, and local laws, codes, and regulations.
- Modern office practices, methods, and computer equipment.
- Record-keeping and reporting principles and procedures.
- Contract administration principles.
- Occupational hazards and safety practices.
- Various regulatory documents and manuals governing airport operations.
- Provide administrative and professional leadership for staff.
- Develop, implement, and administer effective airport service procedures.
- Plan, organize, and coordinate personnel work; delegate authority.
- Select, train, and evaluate staff.
- Prepare and manage complex budgets efficiently.
- Analyze problems, propose solutions, and implement recommendations.
- Research and evaluate new service delivery methods.
- Prepare clear administrative and financial reports.
- Interpret and apply policies, laws, and regulations.
- Ensure efficient resource utilization.
- Oversee contract preparation and administration.
- Communicate effectively both orally and in writing.
- Manage difficult situations and people effectively.
- Make persuasive presentations to large groups.
- Demonstrate judgment, flexibility, and sensitivity in changing circumstances.
- Cultivate positive working relationships with others.

PREFERENCES:

- Experience in general aviation airport management and Part 139, including FBO oversight and hangar development.
- Success in attracting aeronautical and non-aeronautical business development

St. Augustine Airport Authority	POSITION: Executive Director Reports to: BOD		
JOB DESCRIPTION	FLSA: Exempt		REVISION DATE: November 2025

- Knowledge of lease structuring, RFP/RFQ processes, and lease negotiations
- Demonstrated growth of airport self-sufficiency and revenue diversification
- Experience in capital improvement development and projects
- Experience navigating federal and state funding and public-private partnerships
- Familiarity with bond financing
- Experience with airport modernization efforts in fuel farms, hangar automation, digital transformation

REQUIREMENTS:

- Bachelor's degree in aviation management, business administration, public administration, or a related field; Master's degree preferred.
    - Or at least 7-10 years' experience in aviation management.
- 7-10 years of progressive leadership experience in airport management, aviation operations, or related fields, specifically Part 139 airport
- Strong understanding of aviation industry regulations, trends, and technologies.
- Demonstrated financial acumen, including budgeting, financial analysis, and revenue optimization.
- Excellent interpersonal, communication, and negotiation skills.
- Proven track record in infrastructure development, project management, and capital planning.
- Sound knowledge of safety, security, and emergency management protocols.
- Leadership qualities are characterized by integrity, resilience, adaptability, and customer-centricity.
- Accredited Airport Executive (A.A.E.) Certification or Certified Member (C.M.) from the American Association of Airport Executives is a plus(or the ability to gain a Certification within two (2) years).

CONFIDENTIAL AND SENSITIVE INFORMATION:

Must properly control the release of proprietary and confidential information

Job Description Clause

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer.

St. Augustine Airport Authority	POSITION: Executive Director Reports to: BOD		
JOB DESCRIPTION	FLSA: Exempt		REVISION DATE: November 2025

Signature Acknowledgement:

Name: _____

Date: _____

Request for Proposals (RFP)

Executive Search Services for Executive Director
St. Johns County Airport Authority
RFP No. [Insert Number]
Issue Date: [Insert Date]

1. Introduction and Notice

The St. Johns County Airport Authority (the "Authority") invites qualified executive search firms to submit proposals to conduct a nationwide search for the position of Executive Director of the Authority. The selected firm will provide comprehensive executive search services, including needs assessment, candidate sourcing, screening, stakeholder engagement, facilitation of interviews, background and reference checks, assistance with negotiations, and onboarding support. The procurement will be conducted in accordance with applicable Florida law and the Authority's procurement policies and procedures.

This RFP and all procurement-related documents are subject to Florida's public records and open government requirements. Respondents are advised to review the instructions and compliance requirements herein before submitting a proposal.

2. Authority Background and Objectives

The Authority owns and operates the St. Augustine Airport (UST) in St. Johns County, Florida. The Executive Director is the chief executive officer responsible for leadership, strategic planning, operations, financial management, safety and regulatory compliance, community and stakeholder relations, and execution of the Authority's mission and policies under the direction of its governing Board.

The Authority seeks a search firm with proven experience recruiting senior airport, aviation, public sector, and/or complex enterprise executives, capable of identifying, vetting, and presenting a diverse slate of highly qualified candidates and supporting a transparent, timely, and successful selection process.

3. Scope of Services

The selected firm will provide, at a minimum, the following services:

3.1 Project Planning and Position Profiling. Conduct a project kickoff; review the Authority's strategic priorities; develop an Executive Director position profile, leadership competencies, and selection criteria tailored to the Authority; advise on market compensation ranges; and finalize a recruitment timeline.

3.2 Stakeholder Engagement. Conduct structured input sessions with Authority Board members, key staff, community partners, and other stakeholders identified by the Authority to inform the profile and outreach strategy.

3.3 Candidate Sourcing and Outreach. Execute a national search strategy, including targeted outreach, direct recruitment of passive candidates, professional network engagement, and posting

to relevant industry platforms. Implement a diversity, equity, and inclusion outreach plan designed to broaden and diversify the candidate pool.

3.4 Screening and Evaluation. Apply agreed-upon evaluation criteria; perform preliminary interviews; assess leadership competencies and organizational fit; and present a recommended longlist and refined shortlist with comparative summaries.

3.5 Due Diligence. Conduct reference checks, academic and credential verification, and appropriate background checks as authorized by the Authority and in compliance with applicable law. Advise on any potential conflicts of interest or reputational risks.

3.6 Board Support and Process Management. Prepare candidate materials; schedule and facilitate interviews; advise on interview design and selection methodology; coordinate candidate travel and logistics (if applicable); and support the Authority's deliberations in public meetings, as required by Florida law.

3.7 Negotiation Support and Onboarding. Provide market data and negotiation support for compensation and benefits (as directed by the Authority); assist with finalist communications; and support onboarding planning in coordination with the Authority.

3.8 Reporting and Communications. Provide regular written progress reports; maintain a communication plan compliant with any applicable "cone of silence" or communication restrictions set by the Authority; and immediately disclose any potential conflicts or issues.

3.9 Guarantees and Replacement. Propose a placement guarantee period and replacement search terms, including circumstances that trigger the guarantee.

4. Minimum Qualifications

Respondents must demonstrate:

- At least five years of executive search experience, with successful placements at the C-suite or equivalent level in airport, aviation, transportation, public sector, or comparably complex organizations.
- Experience supporting selections conducted under public sector transparency and meeting requirements.
- Capacity to complete the search within the timeline proposed by the Authority.
- No conflicts of interest with the Authority, its Board members, or key staff.

5. Procurement Timeline

The following schedule is tentative and subject to change by the Authority by addendum:

- RFP Issued: [Insert Date]
- Deadline for Questions: [Insert Date] at [Time] ET
- Responses to Questions (Addendum): [Insert Date]
- Proposal Due Date: [Insert Date] at [Time] ET
- Shortlist Notification: [Insert Date]
- Oral Presentations/Interviews (if held): [Insert Date]

- Notice of Intent to Award: [Insert Date]
- Board Approval/Contract Execution: [Insert Date]
- Anticipated Project Start: [Insert Date]

Proposals received after the Proposal Due Date will not be considered.

6. Submission Instructions

6.1 Format and Delivery. Submit one (1) original, [insert number] copies, and one (1) electronic copy on a USB drive in searchable PDF format. All submissions must be sealed, clearly marked with "RFP No. [Number] – Executive Search Services" and delivered to:

Procurement Office
St. Johns County Airport Authority
[Insert Street Address]
St. Augustine, FL [Insert Zip Code]

6.2 Proposal Content. Proposals must include, at a minimum, the following, and must comply with the twelve (12) page, one-sided limit stated in Section 15 (excluding required attachments and forms):

- Cover Letter. Signed by an authorized representative, committing to the proposal for 180 days from the due date.
- Firm Profile. Legal name, headquarters, local office (if any), ownership, length of operation, areas of specialization, and Florida business registration status.
- Team Qualifications. Resumes/CVs of the lead consultant(s) and key team members, office locations, roles, availability, and percentage of time dedicated to the project.
- Relevant Experience. Descriptions of at least five relevant executive searches completed in the last five years, including client, role, scope, timeline, and outcome; indicate public sector/airport experience and diversity outcomes.
- Approach and Work Plan. Detailed methodology, stakeholder engagement plan, diversity outreach plan, candidate evaluation tools, and project management approach.
- Timeline. Proposed schedule with milestones from kickoff to appointment.
- References. At least three client references for comparable searches, with contact information.
- Legal/Compliance Forms. Completed and executed forms required by this RFP (see Section 14 and Attachments).
- Cost Proposal. Fully burdened, not-to-exceed fee structure, including professional fees, travel, advertising, background checks, and any other reimbursables; identify fixed vs. variable costs; state any guarantee or discount terms.

6.3 Questions and Communications. All questions must be submitted in writing to the Procurement Contact below by the Deadline for Questions. No oral interpretations shall be binding. The Authority may issue written addenda with responses that will be binding and made publicly available. From the date of this RFP until award, Respondents and their representatives shall not contact Authority Board members or staff, other than the Procurement Contact, regarding this solicitation, except as expressly permitted for public meetings. The Authority may disqualify Respondents for violations of this communication restriction.

Procurement Contact:
Name: [Insert Name]
Title: [Insert Title]
Email: [Insert Email]
Phone: [Insert Phone]

7. Evaluation and Award

7.1 Evaluation Criteria. Proposals will be evaluated based on the criteria below. The Authority may shortlist Respondents, conduct interviews, and request additional information.

- Qualifications and Experience of Firm and Team
- Understanding of the Authority's Needs and Quality of Approach/Work Plan
- Demonstrated Success in Comparable Executive Searches
- Stakeholder Engagement and Diversity Outreach Strategy
- Proposed Timeline and Capacity
- Cost Proposal and Overall Value
- References and Past Performance
- Compliance with RFP Requirements

7.2 Scoring Matrix. The Authority anticipates using the following weighting:

Criterion	**Weight**
Firm/Team Qualifications	20%
Approach and Work Plan	25%
Relevant Experience and Performance	20%
Diversity Outreach and Stakeholder Engagement	10%
Timeline and Capacity	10%
Cost Proposal	10%
References	5%

7.3 Competitive Range, Presentations, and Negotiations. The Authority may establish a competitive range, invite oral presentations, and enter into negotiations with the highest ranked Respondent(s). The Authority reserves the right to award without discussions or to reject any or all proposals.

7.4 Best Value Determination. Award will be made to the Respondent whose proposal is most advantageous to the Authority, considering price and other evaluation factors set forth in this RFP.

8. Term of Contract

The initial term will commence upon execution and continue through completion of the search and guaranteed placement period. The Authority may include options for extended services for replacement searches or related advisory support.

9. Compensation

Respondents shall provide a fixed-fee or capped not-to-exceed pricing model, inclusive of all costs, with itemization of any reimbursable expenses. Travel and other expenses must comply with Florida requirements for public sector reimbursement, if applicable, and must be preapproved by the Authority.

10. Public Records and Florida Open Government

10.1 Public Records. All materials submitted in response to this RFP are subject to Chapter 119, Florida Statutes, the Florida Public Records Act. If a Respondent believes that any portion of its submission contains trade secrets or otherwise exempt information, it must clearly identify and segregate such portions at the time of submission and provide a redacted version suitable for public disclosure, along with a detailed legal basis for the exemption. The Authority will comply with Florida law in responding to public records requests and assumes no responsibility for protection of materials not clearly designated as confidential or exempt. Designation of materials as confidential does not guarantee that such material will be exempt from disclosure.

10.2 Sunshine Law and Meetings. Deliberations and actions of the Authority may be conducted at publicly noticed meetings in compliance with Florida's open meetings requirements. Respondents should structure their proposals and presentations accordingly.

11. General Conditions

11.1 Addenda. The Authority may issue addenda to modify this RFP. Respondents are responsible for obtaining and acknowledging all addenda in their proposals.

11.2 Reservation of Rights. The Authority reserves the right to waive minor irregularities, request clarifications, reject any or all proposals, cancel or reissue this RFP, and award in whole or in part in the best interest of the Authority.

11.3 Costs of Proposal. All costs associated with proposal preparation and participation in this process are the sole responsibility of the Respondent.

11.4 Contract Form. The selected Respondent will be required to execute the Authority's standard professional services agreement, substantially in the form attached as Attachment A, subject to negotiation of project-specific terms consistent with this RFP. The Authority, in its sole discretion, may incorporate into the final contract any provisions and certifications contained in Attachments K and L (Federal Contract Provisions and Certifications; Additional Federal Certifications) to the extent deemed necessary or appropriate by the Authority.

11.5 Insurance. The selected Respondent will maintain, at its expense, insurance in types and amounts acceptable to the Authority, which may include commercial general liability, professional liability (errors and omissions), automobile liability, and workers' compensation/employer's

liability. Certificates of insurance naming the Authority as additional insured on required coverages must be provided prior to contract execution.

11.6 Indemnification and Sovereign Immunity. The contract will include indemnification provisions to the extent permitted by Florida law. Nothing in the contract shall be construed as a waiver of the Authority's sovereign immunity or the monetary limits set forth in Section 768.28, Florida Statutes.

11.7 E-Verify. The selected Respondent must register with and use the E-Verify system to verify the work authorization status of all newly hired employees performing services under the contract, as required by Florida law. Subcontractors, if any, must also comply.

11.8 Public Entity Crimes. In accordance with Florida law, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, perform work, or transact business with a public entity for a period specified by statute. Respondents must submit a completed Public Entity Crimes Statement (Attachment C).

11.9 Scrutinized Companies. Respondents must certify that they are not on the Scrutinized Companies lists related to certain business operations, as defined by Florida law, and that they will not engage in prohibited activities during the term of the contract (Attachment D).

11.10 Non-Discrimination and Equal Opportunity. The selected Respondent shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or other protected status and shall comply with all applicable federal and Florida equal opportunity laws and regulations.

11.11 Drug-Free Workplace. The Authority may apply the statutorily authorized preference for businesses with drug-free workplace programs in the event of tied bids, if applicable. Respondents may submit the Drug-Free Workplace Certification (Attachment E).

11.12 Ethics and Gifts. Respondents shall comply with applicable Florida ethics laws and any Authority policies related to gifts, lobbying, and conflicts of interest. No gratuities or offers of employment may be made to Authority officials or employees in connection with this solicitation.

11.13 Subcontracting. Any subcontractors must be identified in the proposal and approved by the Authority. The prime Respondent remains responsible for contract performance.

11.14 Prompt Payment. Payment terms will comply with applicable Florida law regarding prompt payment by local governmental entities.

11.15 Bid Protest. Bid protest procedures adopted by the Authority, if any, will apply to this solicitation and are incorporated by reference. A copy of such procedures will be made available upon request or included as Attachment F.

12. Proposal Validity

Proposals shall remain binding and valid for one hundred eighty (180) days following the Proposal Due Date.

13. Confidentiality of Process

To preserve the integrity of the selection process consistent with Florida law, Respondents must adhere to the communication restrictions set forth in Section 6.3. The Authority will conduct evaluations and deliberations consistent with applicable open meetings requirements. Candidate information gathered by the selected firm shall be managed carefully; any records held by the Authority may be subject to public disclosure.

14. Required Forms and Attachments

Proposals must include the following completed and executed documents:

- Attachment A: Form of Professional Services Agreement (for reference; not to be executed at proposal stage)
- Attachment B: Proposal Acknowledgment and Addenda Receipt Form
- Attachment C: Public Entity Crimes Statement
- Attachment D: Scrutinized Companies Certification
- Attachment E: Drug-Free Workplace Certification (optional, for preference eligibility)
- Attachment F: Authority Bid Protest Procedures (if applicable)
- Attachment G: E-Verify Registration and Compliance Affidavit
- Attachment H: Non-Collusion Affidavit and Conflict of Interest Disclosure
- Attachment I: Insurance Certificate(s) and Accord Form (evidence of ability to meet requirements)
- Attachment J: Trade Secret/Confidential Information Designation and Redaction Index
- Attachment K: Federal Contract Provisions and Certifications (to the extent applicable)
- Attachment L: Additional Federal Certifications (to the extent applicable)

15. Proposal Formatting Requirements

Proposals should be formatted on 8.5 x 11-inch pages, using at least 11-point font and 1-inch margins, and are limited to twelve (12) pages, one-sided, excluding required attachments and forms. Each section should be clearly labeled and follow the order in Section 6.2.

16. Selection and Contracting

The Authority will issue a Notice of Intent to Award to the highest ranked Respondent following completion of evaluations and any negotiations. Contract award is subject to final approval by the Authority's Board at a publicly noticed meeting. If the Authority and the selected Respondent are unable to finalize an agreement, the Authority may terminate negotiations and proceed with the next highest ranked Respondent or take other action in the best interest of the Authority.

17. Compliance with Law

By submitting a proposal, Respondents represent that they have reviewed and will comply with all applicable federal, state, and local laws, regulations, and ordinances, including Florida procurement, ethics, public records, and open meetings requirements, as applicable to the services to be provided under the resulting contract. To the extent applicable, federal civil rights and other federally required provisions for airport programs will apply to any resulting agreement; see Attachment K (Federal Contract Provisions and Certifications).

18. Proposal Checklist

- Complete proposal package per Section 6.2
- Signed Proposal Acknowledgment (Attachment B)
- Required certifications and affidavits (Attachments C–L)
- Acknowledgment of all addenda
- Sealed submission delivered by the Proposal Due Date

19. Authority's Rights and Disclaimers

This RFP does not commit the Authority to award a contract, pay any costs incurred in preparation of a proposal, or procure or contract for services. All awards are contingent upon the availability of funds, approval by the Authority's Board, and successful negotiation of a mutually acceptable agreement.

Attachment A: Form of Professional Services Agreement (for reference)

This Professional Services Agreement (this "Agreement") is entered into as of [Effective Date] by and between the St. Johns County Airport Authority, an independent special district of the State of Florida (the "Authority"), and [Contractor Legal Name], a [State of Formation and Entity Type] ("Contractor").

1. Engagement; Scope of Services; Performance Standards. The Authority engages Contractor to provide executive search services for the position of Executive Director (the "Services") as more particularly described in Exhibit A (Scope of Services). Contractor shall perform the Services in a timely, professional, and workmanlike manner consistent with the highest standards of the executive search industry for public-sector and aviation clients, in accordance with all applicable laws and this Agreement. Time is of the essence.
2. Term; Non-Appropriation. The term commences on the Effective Date and continues until completion of the Services and any applicable placement guarantee period, unless earlier terminated as provided herein. The parties acknowledge the Authority is a public entity subject to annual appropriation. Notwithstanding anything to the contrary, the Authority's performance and payment obligations are contingent upon the lawful availability and appropriation of funds for this Agreement. The Authority may terminate this Agreement without penalty if funds are not appropriated.
3. Deliverables; Acceptance; Re-Performance. Contractor shall provide all deliverables identified in Exhibit A and Exhibit D (Compensation and Payment Schedule) in accordance with the agreed schedule. The Authority will have a reasonable period to review each deliverable for conformity with this Agreement. If any deliverable or Service is nonconforming or otherwise deficient, the Authority may reject it and require Contractor, at no additional cost, to promptly correct and re-perform until accepted by the Authority.
4. Compensation; Invoicing; Withholding; Setoff. Compensation shall be on a [fixed fee/not-to-exceed] basis in the total amount not to exceed $[NTE Amount], inclusive of all expenses except as expressly authorized in writing. Contractor shall submit itemized invoices no more frequently than monthly, detailing tasks performed, personnel, hours, and reimbursable expenses with receipts. The Authority will make payments in accordance with

Florida’s Local Government Prompt Payment Act. The Authority may withhold payment for disputed or nonconforming Services and may set off any amounts due to the Authority against sums otherwise payable to Contractor.

5. Key Personnel; Subcontractors; Change Control. Contractor shall assign the personnel identified in Exhibit B (Key Personnel) who are essential to performance. Substitution or reassignment of Key Personnel requires the Authority’s prior written approval and the proposed substitute must possess equal or superior qualifications at no additional cost. Contractor is responsible for the acts and omissions of its subcontractors and shall not subcontract any material portion of the Services without the Authority’s prior written consent. Contractor shall implement a change control process for any changes to scope, schedule, or deliverables; changes are effective only if authorized in a written amendment executed by the Authority.
6. Independent Contractor; No Exclusivity. Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the Authority. Nothing herein grants Contractor exclusivity for future work.
7. Public Records. Contractor shall comply with Section 119.0701, Florida Statutes. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [Authority Contact Information]. Contractor must (a) keep and maintain public records required by the Authority to perform the Services; (b) provide the public with access to public records on the same terms and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law; (c) ensure that public records exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential. All records stored electronically must be provided to the Authority in a format that is compatible with the Authority's systems.
8. Confidentiality; Candidate Information; Publicity. Contractor shall keep confidential all nonpublic information of the Authority, including candidate information, and use it solely to perform the Services. Contractor shall implement reasonable administrative, technical, and physical safeguards to protect such information from unauthorized access, disclosure, or use. Contractor shall not issue press releases or public statements, use the Authority’s name or marks, or identify the Authority as a client for marketing without the Authority’s prior written consent.
9. Data Security; Privacy; Incident Response. Because Services may involve personally identifiable information (PII) of candidates and others, Contractor shall: (a) comply with applicable privacy and data security laws; (b) maintain industry-standard cybersecurity safeguards; (c) restrict access to least-privilege personnel with a need to know; (d) ensure third parties used in processing such data are bound to equivalent obligations; and (e) notify the Authority within 48 hours of discovery of any actual or suspected security incident involving Authority data, cooperate in investigation and remediation, provide affected-party notifications as required by law at Contractor’s expense, and provide credit monitoring if reasonably requested by the Authority.

10. Background Checks; Due Diligence. Contractor shall ensure that personnel assigned to the engagement have undergone appropriate background checks and will comply with applicable law (including FCRA where applicable) in conducting candidate due diligence and background/credential verifications.
11. Insurance. At all times during the term, Contractor shall maintain insurance in the types and minimum amounts set forth in Exhibit C (Insurance Requirements). Insurance shall be placed with insurers authorized to do business in Florida and rated A-/VII or better by A.M. Best (or equivalent). Required liability policies shall name the Authority as an additional insured on a primary and noncontributory basis, include a waiver of subrogation in favor of the Authority where permitted by law, and provide thirty (30) days' prior written notice of cancellation, nonrenewal, or material change. Certificates and endorsements shall be provided prior to commencement.
12. Non-Discrimination; Federal Civil Rights and Federally Required Provisions. In addition to the non-discrimination covenant and to the extent applicable: (a) Contractor shall comply with Title VI of the Civil Rights Act of 1964 and the regulations at 49 CFR part 21; 49 U.S.C. § 47123; Section 504 of the Rehabilitation Act; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act; the Civil Rights Restoration Act of 1987; Executive Orders 12898 and 13166; Title IX of the Education Amendments of 1972; and all other authorities listed in Exhibit E (Federal Contract Provisions and Flow-Down Requirements). (b) No person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any activity conducted with or benefiting from Federal assistance. (c) Contractor shall flow these requirements down to all tiers.
13. Intellectual Property; Work Product. All reports, profiles, specifications, templates, interview guides, and other deliverables and materials first created, developed, or reduced to practice by Contractor specifically for the Authority under this Agreement ("Work Product") shall be deemed works made for hire to the extent permitted by law; otherwise, Contractor hereby irrevocably assigns to the Authority all right, title, and interest in and to the Work Product, exclusive of Contractor's pre-existing tools and methodologies ("Background IP"). Contractor grants the Authority a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and create derivative works from any Background IP embedded in the Work Product to the extent necessary to use the Work Product.
14. Non-Solicitation. During the term and for twelve (12) months thereafter, Contractor shall not, without the Authority's prior written consent, directly solicit for employment any employee of the Authority with whom Contractor had material contact in performing the Services; this restriction does not prohibit general solicitations not specifically targeted at Authority employees.
15. Indemnification; Sovereign Immunity. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Authority and its officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorney fees and costs of defense) arising out of or resulting from: (a) the negligent acts or omissions or willful misconduct of Contractor or its subcontractors; (b) Contractor's breach of this Agreement; (c) actual or alleged infringement or misappropriation of any intellectual property right by the Work Product or Services (excluding materials supplied by the Authority); or (d) a data breach or security incident caused

by Contractor or its subcontractors. Nothing herein shall be construed as a waiver of the Authority's sovereign immunity or the monetary limits set forth in Section 768.28, Florida Statutes, or as the consent of the Authority to be sued by third parties.

16. Limitations of Liability; Authority Protections. Contractor shall not exclude, limit, or disclaim its liability to the Authority for its indemnity obligations, breaches of confidentiality, data breaches, or infringement. Any limitation of liability or exclusion of damages in Contractor's forms is null and void. The Authority shall have no liability for lost profits, incidental, consequential, special, or punitive damages.
17. Records; Audit; Inspection. Contractor shall maintain complete and accurate records relating to performance and charges under this Agreement for at least five (5) years after final payment. The Authority, its internal and external auditors, the State of Florida, and federal agencies with jurisdiction may inspect and audit such records and Contractor's facilities relevant to the Services upon reasonable notice.
18. Assignment; Change of Control. Contractor shall not assign this Agreement or any right or obligation hereunder, whether by operation of law or otherwise, without the Authority's prior written consent. A change in ownership or control of Contractor shall be deemed an assignment requiring consent. Any attempted assignment without consent is void.
19. Subcontracting; Flow-Down. Contractor shall flow down to all subcontractors all terms of this Agreement applicable to the subcontracted work, including the provisions of Exhibit E and any incorporated provisions from Attachments K and L, and shall remain responsible for subcontractor compliance.
20. Termination for Convenience. The Authority may terminate this Agreement for convenience, in whole or in part, upon thirty (30) days' written notice. Contractor shall cease work as directed and be paid for Services satisfactorily performed to the effective date of termination and reasonable, pre-approved expenses incurred, less any amounts previously paid and subject to the Authority's right of setoff.
21. Suspension; Remedies for Default; Reprocurement. The Authority may suspend performance for its convenience or upon Contractor's default. If Contractor fails to cure a material breach within ten (10) days after written notice (or such longer period as the Authority may authorize in writing), the Authority may terminate for cause, pursue reprocurement from alternate sources, and recover from Contractor all reprocurement costs and other damages permitted by law, without prejudice to any other rights or remedies.
22. Candidate Replacement Guarantee. Contractor shall provide a replacement search at no additional professional fee if the placed Executive Director resigns or is terminated for cause within [12] months after start date, excluding Authority layoffs or position elimination. Out-of-pocket expenses for the replacement search shall be billed at cost if pre-approved by the Authority.
23. Compliance with Laws; Ethics; Gifts. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including Florida ethics, lobbying, and gift laws. Contractor shall not offer or give any gratuity to any Authority official or employee.
24. Conflicts of Interest. Contractor represents and warrants that it has no conflicting contractual or fiduciary obligations that would impair its performance. Contractor shall disclose any potential conflict promptly and take corrective action satisfactory to the Authority.
25. Open Meetings Support. Contractor acknowledges Authority deliberations may occur in publicly noticed meetings under Florida law and shall support the Authority's process accordingly, including timely preparation of public-facing materials as directed.

26. Force Majeure. Neither party is liable for delay or failure to perform due to causes beyond its reasonable control, provided the impacted party gives prompt notice and uses diligent efforts to mitigate. Labor disputes and subcontractor failures are not force majeure for Contractor unless arising from general industry actions beyond Contractor's control.
27. Notices. Notices shall be in writing and deemed given when delivered in person; sent by nationally recognized overnight courier; or mailed by certified mail, return receipt requested, to the addresses below, or as later designated in writing: Authority: [Address]. Contractor: [Address]. Email copies may be provided for convenience but do not constitute notice.
28. Governing Law; Venue; Jury Trial Waiver. This Agreement is governed by Florida law. Venue lies exclusively in the state courts located in St. Johns County, Florida. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
29. Order of Precedence; Incorporation of Federal Provisions. This Agreement (including its exhibits) constitutes the entire agreement and supersedes prior negotiations. In the event of conflict, the following order applies: (1) this Agreement; (2) Exhibit E (including any provisions incorporated from Attachments K and L as the Authority may deem necessary or appropriate in the final contract); (3) the RFP; (4) Contractor's proposal. No terms on Contractor forms shall modify this Agreement unless expressly accepted in a written amendment executed by the Authority.
30. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signatures, each of which is deemed an original and together one instrument.

Exhibit A – Scope of Services; Exhibit B – Key Personnel; Exhibit C – Insurance Requirements; Exhibit D – Compensation and Payment Schedule; Exhibit E – Federal Contract Provisions and Flow-Down Requirements (which may include or incorporate provisions from Attachments K and L in the Authority's discretion).

[Signature Blocks]

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Exhibit C (Insurance Requirements) – Minimum, without limiting the foregoing:

- Commercial General Liability: $1,000,000 per occurrence; $2,000,000 general aggregate; products/completed ops; contractual liability; personal/advertising injury; additional insured (primary/noncontributory); waiver of subrogation.
- Professional Liability (Errors & Omissions): $2,000,000 per claim and aggregate; retroactive date no later than the start of Services; maintain coverage for two years post-completion or purchase tail.
- Automobile Liability: $1,000,000 combined single limit per accident for owned, hired, and non-owned autos.
- Workers' Compensation and Employers' Liability: Statutory WC; $500,000 EL each accident/disease policy limit/disease each employee; waiver of subrogation where permitted by law.
- Cyber/Privacy Liability: $2,000,000 per claim and aggregate covering privacy liability, network security, media liability, regulatory proceedings, notification, credit monitoring, and incident response costs.

Exhibit D (Compensation and Payment Schedule) – To include milestone-based payments tied to Authority acceptance of deliverables, with a reasonable retainage (e.g., 10%) withheld until successful placement and commencement of the Executive Director.

Attachment B: Proposal Acknowledgment and Addenda Receipt Form

- Legal name of Respondent (as registered): _____
- FEIN: _____
- Mailing address: _____
- City/State/Zip: _____
- Telephone: _____ Email: _____
- Authorized representative name and title: _____
- Signature: _____ Date: _____
- Acknowledgment: Respondent acknowledges receipt of the following addenda to this RFP (list by number and date or mark N/A):
  - Addendum No. ____ dated _____
  - Addendum No. ____ dated _____
  - Addendum No. ____ dated _____
- Binding Period: Respondent agrees that its proposal shall remain firm and binding for 180 days from the Proposal Due Date.
- Certification: By signing above, the undersigned certifies that the information contained in the proposal is true and correct and that the Respondent will comply with all requirements of the RFP and applicable law.

Attachment C: Sworn Statement on Public Entity Crimes

This sworn statement is submitted to the St. Johns County Airport Authority by _____ for [entity name and FEIN] in compliance with Florida law regarding public entity crimes.

1. The person signing this statement certifies, to the best of his or her knowledge and belief, that the entity identified above and its affiliates have not been placed on the convicted vendor list following a conviction for a public entity crime and are eligible to submit a proposal, perform work, or transact business with a public entity in Florida.
2. The person signing this form understands and agrees that the submission of a false statement is a felony in the State of Florida.

- Name of Authorized Person: _____
- Title: _____
- Signature: _____ Date: _____
- State of _____ County of _____

Sworn to and subscribed before me by means of [ ] physical presence or [ ] online notarization, this ___ day of _____**, 20**, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of _____ (Seal)

Attachment D: Scrutinized Companies Certification

By executing below, the Respondent certifies that it is not on the Scrutinized Companies lists and is not engaged in prohibited activities as defined under Florida law related to certain business operations in or with specified countries or governments. The Respondent further certifies that it will notify the Authority if it is placed on any such list or engages in prohibited activities during the term of any resulting contract.

- Respondent Legal Name: _____
- Authorized Signature: _____ Date: _____
- Printed Name/Title: _____

Attachment E: Drug-Free Workplace Certification (Optional for Tie Preference)

The undersigned certifies that the Respondent:

- Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies actions that will be taken against employees for violations.
- Informs employees about the dangers of drug abuse, the Respondent's policy, available counseling/assistance programs, and penalties for violations.
- Gives each employee engaged in providing the Services a copy of the statement specified above.
- Notifies the employee that, as a condition of employment, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Imposes a sanction on, or requires satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted of a drug offense in the workplace.
- Makes a good faith effort to continue to maintain a drug-free workplace.
- Respondent Legal Name: _____
- Authorized Signature: _____ Date: _____
- Printed Name/Title: _____

Attachment F: Bid Protest Procedures

1. Purpose. These procedures provide a fair and timely method for resolving protests regarding this solicitation and any intended award.

2. Definitions. "Notice of Intent to Protest" means a written notice filed with the Procurement Contact stating the grounds for protest. "Formal Protest" means a written petition stating with particularity the facts and law upon which the protest is based and the relief sought.
3. Notice of Intent to Protest. A Notice of Intent to Protest must be received by the Procurement Contact within seventy-two (72) hours (excluding weekends and Authority-recognized holidays) after the posting of the solicitation, addendum, intended decision, or other action protested.
4. Formal Protest. A Formal Protest must be received within ten (10) calendar days after the timely filing of the Notice of Intent to Protest. The Formal Protest shall include: (a) case caption; (b) statement of facts; (c) statement of the law/rules allegedly violated; (d) specific issues of material fact; (e) requested remedy; and (f) all documentation supporting the protest.
5. Protest Bond. A protest relating to an intended award must be accompanied by a bond or other security acceptable to the Authority in an amount equal to one percent (1%) of the estimated contract value, but not less than $500 and not more than $50,000. Failure to post the bond will result in dismissal of the protest. If the protest is upheld, the bond shall be returned; if denied, the bond may be forfeited to cover costs.
6. Stay of Procurement. Upon timely filing of a Notice of Intent to Protest, the Authority will not proceed further with the solicitation or award process until the protest is resolved, unless the Executive Director makes a written determination that continuation is necessary to avoid an immediate and serious danger to the public health, safety, or welfare.
7. Informal Resolution; Hearing. The Authority may conduct an informal settlement conference. If unresolved, the Authority will schedule a protest hearing before a hearing officer designated by the Authority. The hearing officer shall provide the parties an opportunity to present evidence and argument. The burden of proof rests with the protestor. The standard of review is whether the Authority's action had a rational basis and was not arbitrary or capricious.
8. Decision; Appeal. The hearing officer shall issue a recommended order. The Authority's Board or designee will issue a final order. The final order constitutes final agency action subject to judicial review as permitted by law.
9. Filing; Service. All protest filings shall be submitted to the Procurement Contact identified in Section 6.3 of the RFP, with simultaneous service on all known affected parties.

Attachment G: E-Verify Registration and Compliance Affidavit

Under penalties of perjury, I declare that the Respondent is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees performing work under any contract resulting from this RFP and will require the same of all subcontractors.

- Company Legal Name: _____
- E-Verify Company ID (if applicable): _____
- Authorized Signature: _____ Date: _____
- Printed Name/Title: _____

Attachment H: Non-Collusion Affidavit and Conflict of Interest Disclosure

1. Non-Collusion. The undersigned certifies that this proposal is made independently and without collusion with any other Respondent or person and without any agreement, understanding, or planned common course of action with any other Respondent designed to limit competition.
2. No Contingent Fees. The undersigned certifies that no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the Respondent for the purpose of securing business.
3. Conflicts of Interest. The undersigned discloses any relationship, transaction, or circumstance that creates or appears to create a conflict of interest with the Authority, its Board members, or staff. If none, check: [ ] None.

Disclosure (attach pages if necessary):

_____

- Respondent Legal Name: _____
- Authorized Signature: _____ Date: _____
- Printed Name/Title: _____

Attachment I: Insurance Requirements and Evidence of Coverage

Minimum Required Coverages (or equivalent self-insurance):

- Commercial General Liability: $1,000,000 per occurrence; $2,000,000 general aggregate; including products/completed operations, contractual liability, and personal/advertising injury; Authority named as additional insured on a primary and noncontributory basis.
- Professional Liability (Errors & Omissions): $2,000,000 per claim and aggregate; retroactive date no later than the start of Services; coverage maintained for at least two years after completion or tail purchased.
- Automobile Liability: $1,000,000 combined single limit per accident for owned, hired, and non-owned autos.
- Workers' Compensation and Employers' Liability: Statutory WC; $500,000 EL each accident/disease policy limit/disease each employee; waiver of subrogation in favor of the Authority where permitted.

Evidence: Respondent shall provide an ACORD certificate and endorsements evidencing the above prior to contract execution and upon renewal. Insurers must be authorized to do business in Florida and rated A-/VII or better by A.M. Best (or equivalent). The Authority may adjust limits based on risk.

Attachment J: Trade Secret/Confidential Information Designation and Redaction Index

Instructions: Florida's Public Records Law presumes that all documents submitted to the Authority are public records subject to disclosure unless an exemption applies. If Respondent contends that any portion of its submission contains trade secrets or other information exempt from disclosure, Respondent must:

1. Clearly mark each page and specific content claimed as "CONFIDENTIAL/EXEMPT" and cite the specific legal basis for exemption.
2. Provide a separate, redacted version of the proposal that the Authority can release to the public.
3. Complete the Redaction Index below identifying each page/section redacted and the legal basis.
4. Agree to defend and indemnify the Authority for costs (including attorney fees) incurred in responding to public records requests for materials designated as confidential by Respondent, to the extent permitted by law.

Redaction Index:

Proposal Page/Section	Description of Redacted Content	Exemption Claimed (cite statute)	Basis/Explanation

Note: Designation of information as confidential does not guarantee that it is exempt from disclosure. Trade secret status must meet applicable legal standards.

Attachment K: Federal Contract Provisions and Certifications (to the extent applicable)

A. Civil Rights – 49 U.S.C. § 47123. In all activities within the scope of the Authority's airport program, Contractor agrees to comply with pertinent statutes, Executive Orders, and the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. Nondiscrimination. During solicitations of subcontracts, labor, materials, and/or equipment and during performance, Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, covenants and agrees not to participate directly or indirectly in discriminatory activity of any kind and that no person on the ground of race, color, or national origin will be subjected to discrimination in the execution of this Agreement, including employment practices and facilities

(see Appendix B of 49 CFR part 21). In the event of breach of this covenant, the Authority (or the FAA) may withhold payments until compliance is achieved and/or cancel, terminate, or suspend the contract, in whole or in part.

C. Title VI and Related Law Compliance. The Authority, in accordance with Title VI of the Civil Rights Act of 1964 and the regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award. Contractor, for itself, subcontractors, assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); (b) 49 CFR part 21; (c) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601); (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and 49 CFR part 27; (e) Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); (f) Airport and Airway Improvement Act of 1982, 49 U.S.C. § 471, Section 47123; (g) Civil Rights Restoration Act of 1987 (PL 100-209); (h) Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131–12189) as implemented at 49 CFR parts 37 and 38; (i) FAA's non-discrimination statute, 49 U.S.C. § 47123; (j) Executive Order 12898 (Environmental Justice); (k) Executive Order 13166 (Limited English Proficiency); and (l) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.).

D. Non–Title VI Federally Required Provisions. To the extent applicable, Contractor agrees to comply with and flow down to all tiers the following:

1. Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) and overtime requirements; insert these requirements in all subcontracts.
2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: notify each potential subcontractor/supplier of the obligations under this Agreement and the Nondiscrimination Acts and Authorities; incorporate prime contract requirements into subcontracts; furnish proof of such provisions upon request.
3. Occupational Safety and Health Act of 1970 (29 CFR part 1910).
4. Information and Reports: provide all information and reports required by the Acts, Regulations, and directives; permit access to books and facilities; certify efforts to obtain information held exclusively by another if refused.
5. Sanctions for Noncompliance: withholding of payments and/or cancellation, termination, or suspension, in whole or in part.
6. Incorporation of Provisions: include the substance of these provisions in every subcontract and take action as the Authority or FAA may direct to enforce such provisions; the Contractor may request the Authority or the United States to enter into litigation to protect their interests.
7. Veteran's Preference (49 U.S.C. § 47112): give preference, in the employment of labor (excluding executive, administrative, and supervisory positions), to covered veterans when readily available and qualified.

8. Clean Air and Water Pollution Control: comply with the Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251–1387); report violations to the Authority immediately; include in subcontracts exceeding $150,000.
9. Copeland "Anti-Kickback" Act (18 U.S.C. § 874; 40 U.S.C. § 3145; 29 CFR part 3).
10. Davis-Bacon Act requirements (to the extent applicable): pay prevailing wages and fringe benefits; comply with 29 CFR part 3 (Copeland Act) where applicable.
11. Certification Regarding Debarment/Suspension: certify that neither Contractor nor its principals nor subcontractors are debarred or suspended by any Federal agency.
12. Texting While Driving; Video Surveillance and Telecommunications: promote policies to reduce distracted driving in accordance with Executive Order 13513 and DOT Order 3902.10; comply with mandatory standards on covered telecommunications/video surveillance equipment.
13. Safe Work Environment: comply with 29 CFR part 1910.
14. Tax Delinquency and Felony Convictions: certify no unpaid federal tax liability as described and no criminal conviction under federal law within the preceding 24 months.
15. Trade Restriction Certification: certify as to ownership/controls and subcontracts consistent with USTR lists; flow down to lower tiers; acknowledge potential remedies for erroneous certification.
16. Buy American and Domestic Preferences: to the greatest extent practicable provide preference for U.S.-produced goods, products, and materials (2 CFR § 200.322); and, to the extent applicable, comply with 49 U.S.C. § 50101, Build America, Buy America (BABA), and other Made in America laws and FAA policies; include required certifications or waiver documentation.

E. Flow-Down. Contractor shall include the substance of all applicable provisions in this Attachment K in each subcontract, including procurements of materials and leases of equipment.

F. Remedies. The Authority or FAA may exercise any remedy available at law or in equity for noncompliance, including those stated above.

Attachment L: Additional Federal Certifications (to the extent applicable)

1. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

- Contractor Legal Name: _____
- DUNS/UEI (if applicable): _____
- Authorized Signature: _____ Date: _____
- Printed Name/Title: _____ By signing, Contractor certifies that neither it nor its principals nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

1. Trade Restriction Certification

- Contractor Legal Name: _____
- Authorized Signature: _____ Date: _____

- Printed Name/Title: _____ Contractor makes the trade restriction certifications set forth in Attachment K, Item 15.

1. Tax Delinquency and Felony Convictions Certification

- Contractor Legal Name: _____
- Authorized Signature: _____ Date: _____
- Printed Name/Title: _____ Contractor certifies it has no unpaid federal tax liability as described and has not been convicted of a criminal violation under any federal law within the preceding 24 months.

1. Buy American/Build America Acknowledgment and Certification (if applicable)

- Contractor Legal Name: _____
- Project/Scope: _____
- Authorized Signature: _____ Date: _____
- Printed Name/Title: _____ Contractor certifies compliance with 49 U.S.C. § 50101, BABA, and related Made in America laws, or submits applicable FAA waiver documentation.

1. Veteran's Preference Acknowledgment

- Contractor Legal Name: _____
- Authorized Signature: _____ Date: _____
- Printed Name/Title: _____ Contractor acknowledges and agrees to provide veterans' preference as required by 49 U.S.C. § 47112 when applicable.

For all deliveries, questions, and official communications, refer to the Procurement Contact in Section 6.3. All times referenced are Eastern Time.

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Fuel Farm – Design and Bid Phase Approval

I. Purpose

To request Board approval to proceed with the Design and Bid Phase of the Airport Fuel Farm Improvements Project in accordance with the executed FDOT Public Transportation Grant Agreement (PTGA G2T25 – Financial Project No. 438047-1).

This phase includes the design, engineering, and bid services necessary to advance planned fuel farm infrastructure improvements.

II. Background

In January 2024, the Florida Department of Transportation (FDOT) executed PTGA G2T25, awarding funding to the St. Augustine–St Johns County Airport Authority for the Fuel Farm Improvements Project.
The project intends to modernize the existing self-serve fueling facilities to enhance safety, reliability, and environmental compliance.

- Executed PTGA: January 10, 2024 (FDOT District 2 Aviation Office)
- Project Scope: Design and bid services for the Fuel Farm Improvements Project
- Funding Split: FDOT 80% / Airport Authority 20%
- Total Funded Project Cost: $562,500
    - FDOT Share (80%) = $450,000
    - Airport Authority Share (20%) = $112,500

The PTGA establishes the framework for the Authority's local match contribution and compliance requirements under Chapter 339, F.S., and FDOT's aviation grant standards.

III. Current Situation

FDOT funding authorization has been approved, and the agreement is active through September 30, 2026, allowing the Authority to initiate the design and procurement process.

Proceeding with the design and bid phase will enable:

- Development of updated fuel farm construction documents meeting current FDOT and NFPA 407 standards.
- Coordination of bid specifications for competitive procurement; and
- Scheduling construction funding within future FDOT work programs once design is complete.

IV. Options / Considerations

Option 1 – Approve the Design and Bid Phase (Recommended)
Pros: Advances project readiness; maintains FDOT funding eligibility; positions the Authority for construction phase funding; no additional FDOT application required.
Cons: Requires Authority's 20% match of expenditure this fiscal year.

Option 2 – Defer Approval
Pros: Allows additional review time.
Cons: May delay design start and risk non-utilization of allocated FDOT funds within the agreement timeline.

Option 3 – Do Not Proceed
Pros: None operationally.
Cons: Jeopardizes current FDOT grant funding and delays compliance improvements to the fueling system.

V. Staff Recommendation

After review, staff recommends Option 1 – Board approval to proceed with the Design and Bid Phase of the Fuel Farm Improvements Project under PTGA G2T25.

Rationale: This action enables the Authority to fulfill its grant obligations, maintain alignment with FDOT's approved funding schedule, and advance infrastructure reliability critical to the Airport's long-term operational safety and capacity.

VI. Next Steps

1. Board Approval: Authorize initiation of design and bid services under the terms of PTGA G2T25.
2. Consultant Coordination: Engage a qualified engineering consultant for design development consistent with FDOT and Authority procurement standards.
3. Bid Package Development: Prepare and advertise construction bid documents upon design completion.
4. FDOT Coordination: Submit design documents and progress reports per FDOT requirements.

VII. Attachments

1. FDOT PTGA G2T25 – Fuel Farm Improvements (Executed January 10, 2024)

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Hawkeye View Lane – Design and Bidding Phase

I. Purpose

To request Board approval to proceed with the Design and Bidding Phase of the Hawkeye View Lane Roadway and Infrastructure Improvements Project in accordance with the recently executed FDOT Public Transportation Grant Agreement (PTGA).

This authorization will allow design and bidding activities to advance on a schedule coordinated with the State Job Growth Grant, ensuring both roadway and utility improvements are designed and constructed concurrently for cost and schedule efficiency.

II. Background

At the October 13, 2025, Airport Authority Board meeting, the Board approved the FDOT PTGA for Hawkeye View Lane—a two-year grant supporting roadway design, construction, and associated infrastructure improvements.

The project will extend and improve Hawkeye View Lane to serve future airport development areas, enhance access for tenants, and support regional economic development initiatives connected to the Florida Job Growth Grant Fund (JGGF).

- Grant Execution Date: Approved by Board on October 13, 2025
- Funding Source: FDOT Public Transportation Grant Agreement (PTGA)
- Grant Term: Two-year project window
- Funding Distribution:
    - FDOT Share (80%) – $4,000,000 total
        - $2,000,000 – FY 2026
        - $2,000,000 – FY 2027
    - Airport Authority Share (20%) – $1,000,000 total
- Total Project Funding: $5,000,000

The FDOT PTGA is structured to fund both design and construction activities for the project, which will be managed under FDOT and Authority procurement standards.

III. Current Situation

The design and bidding phase must move forward immediately to maintain alignment with the State Job Growth Grant timeline. The Job Growth Grant includes funding for utility infrastructure, portions of which will be installed within the same roadway corridor.

To avoid duplication, delays, and cost overruns, both projects should be designed concurrently and ideally constructed under a single contract. This coordination will:

- Ensure proper integration of underground utilities within the roadway right-of-way.
- Reduce mobilization and contractor overhead costs.
- Minimize operational disruptions and construction sequencing risks; and
- Provide continuity across design, permitting, and construction phases.

IV. Options / Considerations

Option 1 – Approve the Design and Bidding Phase (Recommended)
Pros: Enables timely project start, ensures coordination with the State Job Growth Grant, maintains FDOT funding eligibility, and supports efficient cost management.
Cons: Commits local matching funds earlier in the project lifecycle.

Option 2 – Defer Design Authorization
Pros: Allows for further review of design scope or grant funding alignment.
Cons: Delays project progress and risks misalignment with the State Job Growth Grant schedule.

Option 3 – Take No Action
Pros: None operationally.
Cons: Jeopardizes synchronization between roadway and utility projects, potentially resulting in higher costs and missed grant performance deadlines.

V. Staff Recommendation

Staff recommends Option 1 – Approval to Proceed with the Design and Bidding Phase for the Hawkeye View Lane Improvements Project in accordance with the FDOT PTGA.

Rationale:
This approach ensures project readiness, maximizes funding utilization, and maintains alignment with the State Job Growth Grant schedule. Coordinated design and construction of both the roadway and utility infrastructure will provide long-term operational benefits, cost savings, and reduced risk to the Authority.

VI. Next Steps

1. Authorize the Interim Executive Director to initiate design and engineering services under the approved FDOT PTGA scope in coordination with FDOT District Two.
2. Coordinate design milestones and schedules with the State Job Growth Grant project team to ensure both roadway and utility infrastructure components are developed concurrently.
3. Prepare and advertise bid documents for the construction phase upon completion of design and FDOT review.
4. Return to the Board for final construction award approval following FDOT concurrence and funding authorization.
5. Continue compliance reporting and reimbursement submittals to FDOT in accordance with PTGA requirements.

VII. Attachments

1. Relevant Background and History Document

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Utilities Infrastructure Improvements – State of Florida Department of Commerce Job Growth Grant

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I. Purpose

To provide the Board with an overview of the Utilities Infrastructure Improvements Project funded through the State of Florida Department of Commerce Job Growth Grant (JGG), executed on May 30, 2025, and to seek authorization to proceed with the design phase in coordination with related roadway improvement projects.

This grant will fund the design and construction of new potable water, sanitary sewer, and stormwater infrastructure supporting both the northeast section and the South General Aviation areas of Airport property.

II. Background

On May 30, 2025, the State of Florida Department of Commerce executed the Job Growth Grant Agreement with the St. Augustine, St Johns County Airport Authority. The grant was awarded to advance essential utility infrastructure improvements that will serve current and future airport development areas, enhance economic development capacity, and strengthen the Airport's readiness for future expansion.

The agreement outlines key parameters and funding limitations as follows:

- Total Grant Award: $4,892,795
- Design Phase Allocation: Up to $892,795
    - Design funds must be fully expended by September 30, 2026
- Construction Phase Allocation: Remainder of grant funds (approximately $4,000,000)
    - Construction must be completed by December 31, 2027
- Local Match Requirement: None (0% local match required)

The project supports the installation of potable water lines, sanitary sewer systems, and stormwater infrastructure primarily serving the northeast development area of Airport property, with extensions into the South General Aviation area.

III. Current Situation

The Job Growth Grant provides the full funding necessary to complete design and construction of critical utilities infrastructure, allowing the Authority to proceed without the use of local funds.

The design phase must begin promptly to meet the September 2026 expenditure deadline and to align with the Hawkeye View Lane roadway design schedule funded by FDOT. Coordinating both projects is essential to ensure proper utility routing within the roadway corridor and to minimize construction conflicts and costs.

The planned utilities include:

- Potable Water System: To serve future commercial and general aviation tenants.
- Sanitary Sewer Collection and Force Main: To enhance capacity and reduce dependency on existing systems; and
- Stormwater Conveyance and Treatment Infrastructure: To improve drainage, meet environmental regulations, and support resilient airfield development.

IV. Options / Considerations

Option 1 – Authorize Design Phase Initiation (Recommended)
Pros: Enables compliance with grant deadlines; maintains coordination with roadway design and construction; positions the Authority for timely project completion.
Cons: Requires staff commitment to oversee complex inter-agency coordination.

Option 2 – Defer Authorization
Pros: Allows further review of design coordination with FDOT and engineering consultants.
Cons: Risks of delay in the design expenditure schedule, which could jeopardize the timely use of grant funds.

Option 3 – Take No Action
Pros: None operationally.
Cons: Could delay project delivery, risk loss of state funding, and impact readiness for future tenant development.

V. Staff Recommendation

Staff recommends Option 1 – Authorization to Proceed with the Design Phase of the Utilities Infrastructure Improvements Project under the State of Florida Department of Commerce Job Growth Grant.

Rationale:
This action ensures compliance with grant expenditure deadlines, aligns utilities design with the FDOT-funded roadway project, and leverages full state funding to advance critical infrastructure without requiring local financial participation.

VI. Next Steps

1. Authorize the Interim Executive Director to initiate design and engineering services under the Job Growth Grant Agreement in coordination with FDOT District Two and the designated engineering consultant.
2. Coordinate design development and permitting with the Hawkeye View Lane Roadway Project to ensure full integration of utilities and stormwater systems.
3. Submit design progress reports and invoices to the Department of Commerce per grant requirements.
4. Upon design completion and approval, prepare bid documentation for the construction phase.
5. Oversee construction completion by December 31, 2027, in compliance with the grant schedule.

VII. Attachments

1. Relevant Background and History Document

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Rivkin Lease Extension

I. Purpose

To request Board approval to extend the existing lease agreement with Rivkin Aircraft Corporation, allowing continued occupancy and operations under current lease terms while the Airport Authority completes a comprehensive review of lease provisions and future site development considerations.

This lease extension will ensure uninterrupted operations and preserve revenue continuity during the transition period leading up to a broader redevelopment and solicitation process for the property.

II. Background

Rivkin Aircraft Corporation is a long-standing tenant at the St. Johns County Airport Authority, maintaining aviation-related operations under a lease agreement that is approaching expiration.

Over the past year, staff and legal counsel have conducted an internal review of active leases to identify parcels requiring near-term action. The Rivkin property was among those identified for renewal or extension to maintain compliance, operational continuity, and alignment with FAA and Authority leasing policies.

The proposed lease extension provides an interim period during which staff can finalize property assessments and prepare a Request for Qualifications (RFQ) or Request for Proposals (RFP) for future use and development, ensuring transparency and competitive evaluation consistent with the Authority's procurement and leasing standards.

III. Current Situation

The current lease term with Rivkin is nearing expiration. The tenant remains in good standing and has expressed continued interest in maintaining its operations at the Airport.

A short-term extension—recommended for one (1) year—will:

- Maintain uninterrupted operations and lease revenue.
- Provide adequate time for staff and legal counsel to complete due diligence on property use, rate adjustments, and compliance items; and
- Allow the Authority to evaluate long-term redevelopment or re-lease options through a competitive public process.

During a one-year extension, staff will return to the Board with an RFQ/RFP framework for future use of the site.

IV. Options / Considerations

Option 1 – Approve a One-Year Lease Extension (Recommended)
Pros:

- Ensures uninterrupted operations and continued revenue flow.
- Provides time for staff and legal counsel to evaluate long-term property strategy.
- Demonstrates fairness and transparency by allowing for an eventual public solicitation process.
  Cons:
- Extends current lease terms without immediate modernization of provisions.

Option 2 – Approve a Shorter-Term (Six-Month) Extension
Pros:

- Allows flexibility if the Board prefers to expedite redevelopment planning or RFQ/RFP issuance.
  Cons:
- May increase administrative workload and shorten negotiation timelines.
- Creates uncertainty for the tenant regarding operational planning.

V. Staff Recommendation

Staff recommends Option 1 – Approval of a One-Year Lease Extension with Rivkin Aircraft Corporation under existing terms and conditions.

Rationale:
This approach maintains operational stability and preserves lease revenue while the Authority finalizes property evaluations and prepares for a competitive redevelopment process. The extension ensures responsible asset management and compliance with leasing procedures while allowing the Authority to position the property for future economic benefit and aviation growth opportunities.

VI. Adopting Resolution

Motion to approve a one-year lease extension with Rivkin Aircraft Corporation under existing terms, and to authorize the Interim Executive Director to execute all necessary documents on behalf of the St Johns County Airport Authority.

VII. Next Steps

Following Board approval, staff will:

1. Execute a one-year lease extension under current terms and conditions.
2. Conduct a review of lease provisions, rental rates, and property compliance.
3. Coordinate with legal counsel to develop and finalize a draft RFQ or RFP for future site use.
4. Present the proposed solicitation framework to the Board for review and approval prior to issuance.

VIII. Attachments

1. Current Rivkin Lease Agreement

HANGAR LEASE

This HANGAR LEASE entered into this 17th day of December, 2018, between St. Augustine - St. Johns County Airport Authority, hereinafter referred to as "Landlord", and RIVKIN AIRCRAFT CORPORATION, hereinafter referred to as "Tenant".

1. LEASE OF HANGAR.

In consideration of the Rent (as defined at Section 5) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Hangar as described in Section 2. The Hangar is located within the Airport described in Section 2. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees, to use that portion of the Common Areas necessary for ingress and egress to the Hangar.

2. DEFINITIONS.

As used in this Lease, the following terms shall have the following meanings:

a. *Base Rent:* **$28,115 (5,623sf X $5.00/sf)** per year with adjustments per Section 5.

b. *Monthly Base Rent:* **$2,342.92 ($28,115/12)** per month plus taxes, utilities, etc., as set forth herein.

c. *Rent Deferral Period:* Rent shall not be deferred, making the first monthly rent payment due on 1st of the Month.

d. *Security Deposit (Section 7):* **N/A.**

e. *Commencement Date:* January 1, 2019

f. *Expiration Date*: **December 31, 2021** unless otherwise sooner terminated in accordance with the provisions of this Lease.

g. *Mailing Addresses:*

TENANT:
President
Rivkin Aircraft Corporation
245 Hawkeye View Lane
St. Augustine, FL 32095

LANDLORD:
Executive Director
St. Augustine-St. Johns County Airport Authority
4796 US Highway 1, North
St. Augustine, Florida 32095

h. *Vehicular Parking:* Tenant shall be permitted to park cars on a non-exclusive basis in the area(s) designated by Landlord for parking, provided parking is available and not reserved or dedicated for other use in Landlord's sole discretion. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Landlord reserves the right to separately charge for parking.

i. *Hangar/Premises:* The leased Hangar/Premises is the hangar unit located within space in the St. Augustine Airport General Aviation Facility, those certain premises known and described are as follows:

Hangar Address: 245 Hawkeye View Lane, St. Augustine, FL 32095 (the "Hangar")

Unless otherwise specified, this Hangar Lease, leases only the specific unit as described in Exhibit "A" and not the real property surrounding the unit.

j. *Airport:* The St. Augustine Airport owned, operated and under the jurisdiction of Landlord.

k. *Common Areas:* the building lobby, common corridors and hallways, parking areas, stairway, elevator and other generally understood public or common areas necessary for ingress and egress of the Hangar. Landlord shall have the absolute right to regulate or restrict the use of the Common Areas.

l. *Broker(s)*

Landlords: N/A

Tenant's: N/A

m. *State:* the State of Florida.

n. *Tenant's* ***First Adjustment Date*** *(Section 5.2):* the first day of the calendar month following the Commencement Date plus **12** months.

o. *Tenant's Proportionate Share:* 100%. Such share is a fraction, the numerator of which is the Rentable Area of the Building containing the Hangar, and the denominator of which is the Rentable Area of the Hangar, as determined by Landlord from time to time.

p. *Tenant's Use Clause (Article 8):*

q. *Term:* the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA. The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

Sketch of Hangar/Premises Exhibit "A"

4. DELIVERY OF POSSESSION.

If for any reason Landlord does not deliver possession of the Hangar to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession unless such delayed possession extends for more than 20 days, whereupon Tenant may terminate this Lease and be entitled to the return of any and all deposits and rents paid or pre-paid. "Delivery of possession" shall be deemed to occur on the date Landlord tenders delivery of keys to Tenant. If Landlord permits Tenant to enter into possession of the Hangar before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent prorated on a per diem basis.

5. RENT.

a. *Payment of Base Rent.* Tenant agrees to pay the Base Rent for the Hangar. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the first Monthly Installment of Base Rent when Tenant executes the Lease. All rent shall be paid to Landlord in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

b. *Adjusted Base Rent.*

a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date (See Section 2.q. hereinabove.)

Adjustments in rent shall be increased annually in proportion to the increase in the United States Consumer Price Index ("CPI") as maintained by the U. S. Department of Labor (Urban Index-All Consumers, All Items). In addition to said Base Rent, Tenant agrees to pay the amount of the rental adjustments as and when hereinafter provided in this Lease.

c. *Definition of Rent.* All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Landlord (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefor and without deduction or offset, in lawful money of the United States of America.

d. *Taxes Payable by Tenant.* In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord for any and all taxes payable by Landlord which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Hangar, or the cost or value of any leasehold improvements made in or to the Hangar by or for Tenant, other than Hangar Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Hangar or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Hangar. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

Payment of taxes herein shall specifically include all sales taxes related to this Lease, all personal property taxes and all real property taxes on the Hangar, as may be increased from time to time by local, state and federal governments.

Sales Taxes: Shall be made monthly with the payment of Base Rent.

Ad Valorem Taxes: In the event that real and/or personal property taxes are levied against Landlord for some or all of the value of the Land and the Improvements to be constructed thereon, Tenant shall pay to Landlord each month as additional rent a sum equal to 1/12th of the annual taxes attributable to the Land and Improvements as reasonably estimated by Landlord. In the event of a difference between the exact amount of taxes paid and the estimate by Landlord, the excess or deficiency shall be computed in Landlord's calculation of the ensuing year's estimate or, in the event of the last year of the lease term, refunded by Landlord or paid by Tenant within 30 days of the due date of the taxes.

6. INTEREST AND LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. SECURITY DEPOSIT.

a. Tenant agrees to deposit with Landlord the Security Deposit set forth at Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord, which may be withheld for any or no reason, and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

b. If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Article 27 hereof. Within fifteen (15) days after the Term (or any extension thereof) has expired or Tenant has vacated the Hangar, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Hangar, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE HANGAR.

a. Tenant's use of the Hangar shall be limited to the following aeronautical uses:

i. **Storage of active aircraft owned by the Tenant;**
ii. **Commercial Restoration of aircraft under contract, as provided in Subpart C of the Landlord's "Minimum Commercial Aviation Operating Standards"**
iii. **Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft;**
iv. **Storage of aircraft handling equipment, e.g., towbars, workbenches, and tools and materials used in the restoration, servicing, maintenance, repair or outfitting of aircraft.**

b. No other use is permitted. No commercial aviation activity shall be conducted utilizing Premises. Tenant shall promptly provide Landlord with a copy of the title or lease demonstrating Tenant's ownership or rights as a Tenant of any aircraft stored at the Premises at the time the aircraft is located on the Premises.

c. Tenant shall use the Hangar solely and only for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Hangar in violation of law or any covenant, condition or restriction affecting the Hangar or Airport or the certificate of occupancy issued for the Hangar or Building which the Hangar is a part, and shall, upon notice from Landlord, immediately discontinue any use of the Hangar which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense,

shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Hangar, impose any duty upon Tenant or Landlord with respect to the Hangar or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Hangar shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Hangar, the Building which the Hangar is a part, or the Airport and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. Tenant shall not do or permit anything to be done in or about the Hangar for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Hangar. Tenant shall not commit or suffer to be committed any waste in or upon the Hangar.

d. Tenant use of hazardous or toxic materials shall be limited to those chemicals and compounds necessary and consistent with the approved use of the Hangar and in quantities reasonable to the scope of the Tenant's operation. At all times, said materials shall be stored and used in complete compliance with applicable rules, regulations and laws perpetrated by appropriate governmental agencies. This provision does not refer to aircraft fuel and lubricants stored within an aircraft.

9. SERVICES AND UTILITIES.

a. Tenant shall be responsible for the payment of all services and utilities in connection with the Hangar. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any of the services or utilities, (ii) failure to furnish or delay in furnishing any such services or utilities, or by the making of necessary repairs or improvements to the Hangar or Airport, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Hangar or Airport. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to any such services or utilities. If Tenant uses heat generating machines or equipment in the Hangar which affect the temperature otherwise maintained by the HVAC system, Tenant shall be responsible for installing supplementary air conditioning units in the Hangar and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord.

b.Tenant shall not connect any apparatus with electric, water, gas or other utility except through existing electrical outlets, faucets, valves or as otherwise existing in the Hangar without first procuring the written consent of Landlord, which Landlord may refuse.

c. Landlord shall not be responsible for furnishing any services or utilities to the Hangar other than the Common Areas, including the elevator.

10. CONDITION OF THE HANGAR.

a. Tenant taking possession of the Hangar shall be deemed conclusive evidence that as of the date of taking possession the Hangar are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord written notice before the Commencement Date and which Landlord agreed in writing to correct. No promise of Landlord to alter, remodel, repair or improve the Hangar or the Common Areas or Airport and no representation, express or implied, respecting any matter or thing relating to the Hangar or this Lease (including, without limitation, the condition of the Hangar) have been made to Tenant by Landlord or its Broker or Sales Agent, if any, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

b. Tenant has examined the leased Hangar before entering into this lease and does not rely upon any representation by Landlord as to the condition of the leased Hangar or its suitability for Tenant's purposes.

11. CONSTRUCTION, REPAIRS AND MAINTENANCE.

a. *Landlord's Obligations.* Landlord shall maintain in good order, condition and repair the roof and structural components of the Hangar, as wll as the Common Areas of the Hangar. If such maintenance and repairs are necessitated in part or whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees or visitors, Tenant shall pay to Landlord upon demand the reasonable cost (or portion thereof equitably allocated to Tenant) of such maintenance and repairs

b. *Tenant's Obligations.*

(1) Tenant at Tenant's sole expense shall maintain the Hangar in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, automatic door systems, all interior windows, all plumbing, fire sprinkler systems, mechanical components, HVAC, pipes and fixtures, electrical wiring, switches and fixtures, Hangar furnishings and special items and equipment installed by or at the expense of Tenant.

(2) Tenant shall be responsible for all repairs and alterations in and to the Premises and Hangar and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Hangar, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Hangar, (iii) the moving of Tenant's Property into or out of the Hangar, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

(3) If Tenant fails to maintain the Hangar in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Hangar. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Hangar by Tenant as a result of performing any such work.

c. *Tenant's Operating Obligations:*

(1) Tenant shall only use the Hangar for storage of aircraft and activities in support of aircraft storage.

(2) Tenant shall continually abide by any companion agreements related to this Lease, including any FBO Lease or Fuel Farm Lease and a breach of any such agreement shall also be a material breach of this Lease.

(3) Tenant agrees to abide by the Airport's Minimum Operating Standards as may be amended from time to time.

(4) Tenant agrees that operations at the Airport are under the control of Landlord and/or the FAA and Tenant shall abide by and not interfere with any directions or instructions given concerning the Airport.

(5) Tenant must operate the facility under the direct management and supervision of Tenant at all times.

(6) Tenant may not have live music and amplified music at the Hangar and shall not violate the St. Johns County noise ordinance.

(7) Tenant is responsible for the disposal of solid waste and refuse during Lease term. Tenant must comply with system of disposal used on the Airport and must comply with local and state government requirements, including compliance with Airport recycling programs.

(8) Tenant shall not make any improvements to the Hangar unless authorized in writing by Landlord in accordance with this Lease.

(9) The Tenant agrees that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant, shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

d. *Compliance with Law.* Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein. This Lease shall be governed by the laws of the state of Florida. This lease is subordinate to the provisions of any existing agreement between the Landlord and the United States of America, the State of Florida or their agencies, relative to the operation of maintenance of the St. Augustine-St. Johns County Airport and specifically subject to all rules and regulations of the Federal Aviation Administration and the state of Florida, the St. Augustine-St. Johns County Airport Authority, including the Minimum Operating Standards.

e. *Waiver by Tenant.* Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Hangar in good order, condition and repair.

f. *Load and Equipment Limits.* Tenant shall not place a load upon any floor or other structural element of the Hangar which exceeds the load per square foot which such floor or element was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant. Tenant shall not install equipment or machines without complying with this Section. Nor, shall Tenant store an aircraft with unusual structure demands.

g. *Landlord's Hangar Improvements and Maintenance.* Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs, upgrades, renovations or changes which Landlord is

required or permitted by this Lease or required by law to make in or to any portion of the Hangar or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's use of the Hangar.

h. *Notice to Landlord of Tenant Repairs*. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Hangar's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Hangar so that Landlord is kept fully informed of Tenant's repairs of such items.

i. *Broom Clean.* Upon the expiration or earlier termination of this Lease, Tenant shall return the Hangar to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear, and in a broom clean condition. Any damage to the Hangar, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13 shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS.

a. Tenant shall not make any additions, alterations or improvements to the Hangar without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Hangar to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.

b. Tenant shall pay the costs of any work done on the Hangar pursuant to Section 12, and shall keep the Premises and Hangar free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

c. Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Hangar or the Airport, and Landlord shall have the right to enter the Hangar and post such notices at any reasonable time.

d. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (11/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Hangar, to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. Nothing contained in this Section 12 shall relieve Tenant of its obligation under Section 12 to keep the Premises, Hangar and Airport free of all liens.

e. Unless their removal is required by Landlord as provided in Section 12, all additions, alterations and improvements made to the Hangar shall become the property of Landlord and be surrendered with the Hangar upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Hangar shall remain the property of Tenant and may be removed, subject to the provisions of Section 13.

f. Tenant shall have no authority to subject the leased Hangar or any part thereof or any interest of Landlord therein, to an construction or other lien, should any construction, or other liens: be filed against the leased Hangar or any part thereof or any interest of Landlord therein, by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days.

g. **Landlord's property is public property and not subject to construction lien claims under Florida law. Tenant shall provide all contractors, subcontractors, material suppliers, or others who perform work or supply materials notice of this provision.**

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

a. All fixtures, equipment, improvements and appurtenances attached to or built into the Hangar at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Hangar, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b

b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Hangar and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Hangar, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Hangar (collectively

"Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Hangar resulting from such removal.

14. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Hangar, or (c) disturbing Tenant's use or possession of the Hangar:

a. To name the Hangar and to change the name or street address of the Hangar;

b. To install and maintain all signs on the exterior and interior of the Hangar, including ADA signage;

c. To have pass keys to the Hangar and all doors within the Hangar (any doors found to not be on the Landlord's pass key will be rekeyed by Landlord at Tenant's expense);

d. At any time during the Term, and without prior notice to Tenant, to inspect the Hangar, and to show the Hangar to others having an interest in the Hangar or Landlord, and during the Term, to show the Hangar to prospective tenants or buyers thereof;

e. To enter the Hangar for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Hangar (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Hangar or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Hangar or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Hangar in the course of any such entry; and

f. Access to install and maintain a security camera system to be able to observe the exterior of the Hangar (not interior), Premises and Airport from internet and mobile phone.

15. ASSIGNMENT AND SUBLETTING.

No assignment of this Lease or sublease of all or any part of the Hangar shall be permitted, except as provided in this Article 16.

a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Hangar or any part thereof, or permit the use of the Hangar by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord which may be withheld for any or no reason.

b. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Hangar or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sublessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Hangar under Article 8 remains unchanged.

c. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or sublettings or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and any such actions shall not relieve Tenant of liability under this Lease.

d. If Tenant assigns the Lease or sublets the Hangar or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of Five Hundred and No/100ths Dollars ($500.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.

16. HOLDING OVER.

If after expiration of the Term, Tenant remains in possession of the Hangar with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month.

17. SURRENDER OF HANGAR.

a. Tenant shall peaceably surrender the Hangar to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Hangar caused by such removal.

b. If Tenant abandons or surrenders the Hangar, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Hangar shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Hangar caused by such removal, shall be paid by Tenant. On the Expiration Date, Tenant shall surrender all keys to the Hangar.

18. DESTRUCTION OR DAMAGE.

a. If the Hangar or the portion of the Hangar necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, or the Hangar reach age of life, Landlord may terminate this Lease.

b. Nonetheless, if Landlord elects to repair or rebuild the Hangar, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated during the time the Premise are not useable.

c. If the Hangar are to be repaired under this Article, Landlord shall repair at its cost any damage to the Hangar. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Hangar or Airport as a result of any damage from fire or other casualty.

d. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises or Hangar by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.

19. AIRPORT OPERATIONS AND IMPROVEMENTS.

a. Landlord reserves the right to make any repairs, improvements, alterations, additions and deletions to the Hangar, the Common Areas, the Airport and any other related areas or property free from any and all liability to the Tenant for loss of business or damages during, leading up to, or associated with the repairs, improvements, alterations, additions and deletions. Tenant specifically waives any and all claims at law or in equity that it may have related thereto. Further, Tenant acknowledges that the Hangar is located at an Airport and operation of the Airport may result in noise, smell, odor, inconvenience, security delays and procedures and other matters associated with aircraft flight, support and operations.

b. It is clearly understood by the Tenant that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport performing any services in its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right other than to the interior space of the Hangar.

d. Landlord reserves the right to further develop or improve the landing area, taxiways and other facilities of the Airport as it sees fit, regardless of the desires of view of the Tenant, and without interference or hindrance from the Tenant.

e. Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

f. This Lease shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States, relative to the operation or maintenance of the Landlord’s Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Landlord’s Airport.

20. INDEMNIFICATION.

a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Hangar, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Hangar; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors.

Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Hangar from any cause.

b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Hangar, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Hangar, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or resulting from aircraft damage or property damage resulting from sharing leased Hangar. whether such damage or injury results from conditions arising upon the Hangar or upon other portions of the Hangar or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any tenant of the Hangar.

21. TENANT'S INSURANCE.

a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and qualified to do business in the State. Each policy shall name Landlord, as an additional insured. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Hangar, annually, and within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance or not provide proof of same, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Hangar, Landlord, Landlord's Airport and Tenant as required by this Lease.

b. **Property Damage Insurance.** Beginning on the date Tenant is given access to the Hangar for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) any other personal property from time to time in, on or about the Hangar, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord, and the proceeds under (ii) above shall be paid to Tenant.

c. **Liability Insurance.** Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the construction of improvements on the Hangar or use, operation or condition of the Hangar. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million Dollars ($1,000,000), insuring against any and all liability of the insured with respect to said Hangar or arising out of the use or occupancy thereof.

d. Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article or the Landlord’s adopted “Minimum Commercial Aviation Standards” Subpart C & Appendix 1. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as is set forth in Section 5.2 hereof for the adjustment of the Base Rent.

22. WAIVER OF SUBROGATION.

Tenant shall have no interest in or claim to any portion of the proceeds of any insurance maintained by Landlord.

23. PARKING AND ACCESS.

Tenant automobile parking for personal vehicles shall be permitted within the Common Area or on the access driveway to the individual hangar unit. At all times, automobile parking shall be accomplished in a manner to provide unrestricted movement of aircraft and other automobiles on or about the taxiways and Airport. Other parking areas may be provided by Landlord. No on-street parking is permitted. Vehicle Access to the Hangar area is to be accomplished through gates designated by Landlord. No Hangar access is to be accomplished utilizing the FBO Area. No

automobile, wheeled vehicle or pedestrian use of airfield movement areas is permitted. At all times, vehicle surface traffic shall yield to aircraft. Tenant acknowledges that the Airport is a secured facility. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord, Landlord's parking operator or other security personnel. Tenant acknowledges that any violation of the provisions of this Section may result in immediate termination of this Lease.

24. SIGN CONTROL.

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Hangar or Airport, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord, which may be withheld for any or no reason. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

25. TENANT ESTOPPEL CERTIFICATES.

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST.

In the event of any sale or transfer by Landlord of the Hangar or Airport, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Hangar or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT.

27.1. *Tenant's Default.* The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by Tenant:

a. If Tenant abandons or vacates the Hangar; or

b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable without notice thereof; or

c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for ten (10) days after written notice thereof from Landlord to Tenant or if the failure is repeated after a prior notice; or

d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or

e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, of if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Hangar or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Hangar or Tenant's Property; or

h. Tenant fails to comply with, fails to abide by or breaches any of Tenant’s Operating Obligations as provided for in this Lease.

i. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs above.

27.2. *Remedies.* In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

a. Terminate this Lease and Tenant's right to possession of the Hangar and reenter the Hangar and take possession thereof, and Tenant shall have no further claim to the Hangar or under this Lease; or

b. Continue this Lease in effect, reenter and occupy the Hangar for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or

c. Reenter the Hangar under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Hangar.

If Landlord reenters the Hangar under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any reentry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Hangar and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Hangar for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Hangar; fourth to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Hangar, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. *Past Rent.* The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. *Rent Prior to Award.* The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. *Rent After Award.* The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
4. *Proximately Caused Damages.* Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Hangar, (b) maintaining the Hangar after Tenant's default, (c) preparing the Hangar for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Hangar, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate often percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Hangar at the time of the award plus one percent (1 %).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

In addition to the above remedies, any default by Tenant shall result in all of Tenant's fixtures immediately and automatically becoming the sole and exclusive possessions of Landlord and shall not be removed from the Hangar.

27.3 *Landlord's Default.* If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails

to commence to cure within that thirty (30) day period, then Tenant may terminate this Lease. Tenant shall not have the right to self-help or cure that default at Landlord's expense. Tenant shall not have the right to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. BROKERAGE FEES.

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.o. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

29. NOTICES.

All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U .S. mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Hangar manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Hangar. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.

Tenant:
President
Rivkin Aircraft Corporation
4900 US 1 N
St. Augustine, Florida 32095

Landlord:
Executive Director
St. Augustine-St. Johns County Airport Authority
4796 US Highway 1, North
St. Augustine, Florida 32095

30. GOVERNMENT ENERGY OR UTILITY CONTROLS.

In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Hangar to effect compliance.

31. QUIET ENJOYMENT.

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Hangar, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

Landlord reserves unto itself, its successors and assigns, for the use of and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property associated with the Leased Hangar along with the right to cause in such airspace noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for the use of such airspace for landing on, taking off from, or operating on the St. Augustine-St. Johns County Airport Authority. Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Hangar which would interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard.

32. OBSERVANCE OF LAW.

Tenant shall not use the Hangar or permit anything to be done in or about the Hangar which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Hangar, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

33. FORCE MAJEURE.

Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 33 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

Landlord shall not be deemed in default with respect to any of the terms, covenants, conditions and provisions of this Lease on Landlord's part to be performed if Landlord fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by Tenant (or Tenant's agents, employees or invitees), mechanical breakdown, repair, servicing or any other cause beyond the reasonable control of Landlord.

34. CURING TENANT'S DEFAULTS.

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefor. Should the default related to an unauthorized aircraft being on or in the Hangar, Landlord may remove the aircraft from the Hangar and relocate any such aircraft to another area of the Airport at the sole discretion of the Landlord and charge a market rent for the hangar or paver apron area occupied by such aircraft and lien such aircraft for nonpayment.

35. TERMINATION.

Either party to this agreement may at any time terminate this agreement in advance of the expiration date by providing written notification at least thirty (30) days in advance of the proposed cancellation. In the event of early termination, Tenant remains responsible for rent payments for the monthly period(s) in which the proposed cancellation will be effective.

36. MISCELLANEOUS.

a. *Accord and Satisfaction,. Allocation of Payments.* No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. *Addenda.* If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. *Attorneys' Fees.* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. *Captions, Articles and Section Numbers.* The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. *Changes Requested by Lender.* Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.

f. *Choice of Law.* This Lease shall be construed and enforced in accordance with the laws of the State of Florida. The parties waive trial by jury. Venue shall be exclusively State Court in St. Johns County, Florida.

g. *Consent.* Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. *Corporate Authority.* If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. *Counterparts.* This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

j. *Execution of Lease; No Option.* The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Hangar or any other premises within the Hangar or Airport. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

k. *Further Assurances.* The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

l. *Radon Gas Disclosure*. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

m. *Prior Agreements; Amendments.* This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

n. *Recording.* Tenant shall not record this Lease.

o. *Security.* Landlord makes no implication or guarantees as to the provision of security of the leasehold. The Tenant is solely responsible for the security of the Hangar. Tenant shall comply with any and all security policies, measures or requirements established by Landlord or FAA related to the Hangar or Airport.

p. *Severability.* A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

q. *Successors and Assigns.* This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

r. Right of First Refusal. During the term of this Lease, Tenant shall have the one-time, right of first refusal to lease the adjacent property more specifically identified as 235 Hawkeye View Lane should it become available or surrendered to the Landlord and providing that the Tenant is current on all obligations contained in this Lease as pertains to the Landlord. Upon receipt of notice from the Authority, Lessee shall have thirty (30) days within which to notify Authority in writing of Lessee intent to exercise the right of first refusal. The parties agree to amend this agreement to include the identified property under the same terms and conditions as though it were a part of this original agreement. Should the Tenant elect not to lease the adjacent property when notified, the right of first refusal provision shall be deemed forfeited and unenforceable.

s. *Time of the Essence.* Time is of the essence of this Lease.

t. *Waiver.* No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.

The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Hangar, shall constitute an acceptance of the surrender of the Hangar by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Hangar and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant..

Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

u. *Compliance.* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited *to,* the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

The parties hereto have executed this Lease as of the dates set forth below.

LANDLORD

Date _____

Landlord: ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT AUTHORITY

By: _____

Name: _____

Title: _____

TENANT

Date: _____

Tenant: Rivkin Aircraft Corporation

By: _____

Even if Tenant is an entity, by signing above, I am personally guaranteeing this Lease.

Name: _____

Title: _____

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: St. Augustine Student Maintenance Training Program Grant

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I. Purpose

To request Board approval for the Interim Executive Director to coordinate with the Florida Department of Education (FDOE) and execute all necessary documents related to the St. Augustine Student Maintenance Training Program Grant in the amount of $250,000**.**

II. Background

The St. Augustine Student Maintenance Training Program is an educational and workforce development initiative intended to provide students with hands-on experience and technical training in aircraft maintenance and aviation systems. The program seeks to strengthen the pipeline of skilled aviation professionals by collaborating with local schools, industry partners, and the St. Johns County Airport Authority.

The Florida Department of Education (FDOE) has made available a $250,000 grant to support implementation of this program. Funding will be used for instructional materials, tools, training equipment, and curriculum support to enhance technical education opportunities in the aviation maintenance sector.

The initiative complements the Authority's broader mission to foster aviation education, workforce development, and community advancement, aligning with state priorities to expand career and technical education (CTE) pathways.

III. Current Situation

The Authority has been invited to participate in the St. Augustine Student Maintenance Training Program Grant administered by the Florida Department of Education (FDOE).

Acceptance of the grant will require the Airport Authority to work closely with the FDOE and participating educational institutions to ensure compliance with program objectives, reporting standards, and performance benchmarks.

The Interim Executive Director will serve as the designated representative authorized to work with the FDOE, execute the grant agreement, manage implementation activities, and report progress to the Board and the Department.

Board approval is required to formally authorize participation in this grant and to delegate execution authority to the Interim Executive Director.

IV. Options / Considerations

Option 1 – Approve Participation in the FDOE Grant (Recommended):
Authorize the Interim Executive Director to work with the Florida Department of Education and execute all necessary documents to secure $250,000 in grant funding.
Pros: Secures external funding; expands workforce development opportunities; enhances local partnerships and aviation education.
Cons: Requires ongoing grant management and reporting oversight.

Option 2 – Defer Decision:
Delay authorization pending additional review or clarification.
Pros: Allows more time for discussion.
Cons: May delay submission and risk forfeiture of available funding.

Option 3 – Decline Participation:
Opt not to participate in the FDOE grant program.
Pros: Eliminates administrative obligations.
Cons: Missed opportunity to secure state funding and expand local educational initiatives.

V. Staff Recommendation

Staff recommends that the Board approve authorization for the Interim Executive Director to work with the Florida Department of Education (FDOE) to secure and administer the St. Augustine Student Maintenance Training Program Grant in the amount of $250,000.

Rationale:
This grant strengthens the Airport Authority's role as a regional aviation education partner, supports the development of future maintenance professionals, and leverages state funding to advance technical training and workforce readiness with minimal financial impact to the Authority.

VI. Next Steps

1. Upon Board approval, the Interim Executive Director will execute the FDOE grant agreement.
2. Establish coordination with FDOE and participating educational partners.
3. Develop an implementation plan and compliance reporting schedule.
4. Provide monthly progress updates to the Board.

VII. Attachments

- FDOE Grant Summary – St. Augustine Student Maintenance Training Program

From: Esterling, Aura <Aura.Esterling@fldoe.org>
Sent: Wednesday, September 10, 2025 2:32 PM
To: Courtney Pittman <ckp@sgj-airport.com>
Cc: Feehrer, Charles <Charles.Feehrer@fldoe.org>
Subject: 2025-26 RFA AVAILABLE: St. Augustine Airport Student Maintenance Training Program (SF 2543) (HF 1722) TAPS 26B212

WARNING: This email originated from outside of Northeast Florida Regional Airport. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Mr. Pittman,
In 2025-2026, Florida legislative **St. Augustine Airport Student Maintenance Training Program (SF 2543) (HF 1722)** was designated as a recipient of a **$250,000** appropriation. I am the designated grant manager with the Florida Department of Education assigned to work with your agency for the purpose of clarifying the Scope of Work (SOW) for this project and providing you with instructions for completing the upcoming grant application.

- **The department has issued the Request for Application (RFA), attached, and instructions for completing the application for funding.**
- Included in the application is a narrative description of the work the applicant expects to complete, a deliverable schedule, and a detailed budget (Excel format of Budget Narrative Form found here).
- As part of the application, the grant recipient is required to submit signed assurances and detailed fiscal information regarding the organization.
- The application will be reviewed by department program and fiscal staff and any needed changes will be negotiated.
- After any required changes have been made and submitted by the applicant, the department will issue a formal award notification.
- Typically, these awards will be effective for the period of July 1, 2025 – June 30, 2026. This remains true in this fiscal year despite the delayed approval.

How your agency will receive payment:

- Once an Award Notification has been issued, the agency may request their first advance payment of 25% of the total grant amount.
- As work is completed per the agreed upon deliverable schedule outlined in the application, the grant recipient will submit invoices and evidence of completion of deliverables to the department.
- Invoices will need to be accompanied by documentation of the payments that have been made by the recipient.

- Deliverables, invoices, and documentation will be reviewed by department staff and payments will be made by the Department of Financial Services in accordance with the terms of the grant agreement.

In order, to expedite this process for awarding the grant, the following are some steps and reference materials that you should review and complete if applicable:
1. Florida Reference Guide for State Expenditures, www.myfloridacfo.com.
2. Review the Department of Education's Project Application and Amendment Procedure for Federal and State Programs (Green Book) which can be found on the website at www.fldoe.org/grants/greenbook.
3. Non-public entities are required to take the Grants Fiscal Management Training and Assessment annually. The agency head and/or the agency's financial manager (CFO) must complete this training within 60-days of the date of execution (Block 12) on the DOE 200, Project Award Notification. Training and assessment can be found using the following link: https://portal.fldoesso.org/PORTAL/Sign-On/SSO-Home.aspx.
4. New agencies must register with the following system. Make sure all information is completed.
a. SAM.gov to ascertain a Unique Entity IdentifierSAM.gov.
5. My Florida Market Place (MFMP) https://vendor.myfloridamarketplace.com/.
b. The MFMP Terms of Use must be accepted.
c. If you have any questions regarding submitting the MFMP application, contact the customer service desk at (866) 352-3776 or buyerhelp@myfloridamarketplace.com.
6. Florida Department of Financial Services (DFS), Vendor Management Section, W9 https://flvendor.myfloridacfo.com/.
d. It takes 3-5 business days for accounts to process and the information to update in MFMP.

IMPORTANT DATES:

- ShareFile – If a new user needs access to the submission folder, complete the attached Sharefile Contact Form and return to me by **Friday, September 12th, 2025**
- RFA Submission into Sharefile Due **October 3rd, 2025** [Please communicate with me if you anticipate needing more time to complete the RFA]

Please let me know if you have any questions or concerns while working on the RFA 😳

Thank you,

Aura Esterling
Program Specialist III, Grants Administration & Compliance
Florida Department of Education | Division of Career, Technical, and Adult Education
325 West Gaines Street | Tallahassee, FL 32399
Office: (850) 245-9031


YOUR WAY
Florida Adult Education
GET THERE
Florida's Workforce Education Initiative
FUTURE OF WORK
FLORIDA

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: November [Insert Date], 2025
Subject: Adoption of Updated T-Hangar Use Agreement

I. Purpose

The purpose of this item is to request Board authorization to adopt the updated T-Hangar Use Agreement for use with all new and renewing T-Hangar tenants.
The revised agreement modernizes the structure and terminology of the prior "T-Hangar Lease," aligns with FAA policy guidance on hangar use, and provides enhanced administrative flexibility and enforcement provisions.

II. Background

The current T-Hangar Lease was executed and maintained under a conventional landlord–tenant structure, referring to "leases," "rent," and "premises." While functional, that format implies a real-property leasehold interest, which can create unnecessary administrative and legal exposure under FAA Order 5190.6 B and federal grant-assurance requirements.

The proposed T-Hangar Use Agreement redefines these arrangements as use agreements, emphasizing conditional use of Authority-owned facilities and clarifying non-commercial limitations consistent with FAA policy on aeronautical use of federally assisted airport property.

The updated format also provides improved sections for:

- Permitted Uses – restricting operations to aeronautical activities such as aircraft storage
- Termination and Default – standardized 30-day notice provisions.
- Compliance and Inspection Rights – ensuring adherence to FAA and FDOT regulations; and
- Indemnification and Liability Protection – refined language that better protects the Authority.

III. Current Situation

Airport Administration, in consultation with General Counsel, has reviewed both documents in detail. Staff proposes that the updated Use Agreement replace the older lease for all new tenants and renewals beginning January 1, 2026.
Existing tenants would be transitioned to the new format upon renewal or amendment of their current agreements.

Key distinctions include:

- Replacement of "Lease" terminology with "Use Agreement" to remove property interest implications.
- Explicit FAA-compliant restrictions on commercial activity without written authorization.
- Clearer authority for administrative inspection, compliance enforcement, and termination procedures.

IV. Options / Considerations

Option 1 – Adopt the Proposed T-Hangar Use Agreement (Recommended)
Pros:

- Brings Authority documentation into compliance with FAA Order 5190.6 B.
- Provides consistency and legal clarity.
- Enhances enforcement of policy regarding commercial use.

Cons:

- Requires administrative effort to transition into current tenants.

Option 2 – Adopt with Modifications
Pros:

- Allows incorporation of specific board-directed changes before implementation.

Cons:

- May delay rollout to January 2026.

Option 3 – Defer Action
Pros:

- Provides more time for stakeholder or tenant feedback.

Cons:

- Continues reliance on legacy lease language that may not align with FAA best practices.

V. Staff Recommendation

Staff recommends Option 1 – Adopt the Proposed T-Hangar Use Agreement as the governing document for all new and renewing T-Hangar tenants effective January 1, 2026.

This action modernizes the Authority's lease instruments, mitigates legal exposure, and standardizes compliance across the general aviation facility portfolio.

VI. Adopting Resolution

Motion to approve the updated T-Hangar Use Agreement and authorize the Interim Executive Director and General Counsel to implement the new form for all future tenant use agreements effective January 1, 2026.

VII. Next Steps

1. Notify all current T-Hangar tenants of the forthcoming document transition.
2. Coordinate with legal counsel to finalize standard templates and digital forms.
3. Begin using the new form for renewals and new occupancy agreements on or after January 1, 2026.
4. Update administrative policy manuals and website materials to reflect the new form and terminology.

VIII. Attachments

1. Current T-Hangar Lease Form
2. Proposed T-Hangar Use Agreement

HANGAR LEASE

(T-Hangar)

TENANT INFORMATION			**LANDLORD INFORMATION**
Name:			St. Johns County Airport Authority
Address:			4796 US Highway 1, N
City:	**State:**	**Zip:**	St. Augustine, FL 32095
Telephone #		**Alternate #**	Phone (904) 209-0090 FAX (904) 209-0528
Email Address:			E-mail: rlb@sgj-airport.com

Stored Aircraft Information:

Tail No.	**Year:**	**Make:**	**Model:**
Color (Base):		**Color (Trim):**	

Hangar ID#	**Initial Base Monthly Rental Rate:**	**Lease Inception Date:**

The Landlord and the Tenant hereby covenant and agree as follows:

SECTION 1. LEASE OF ENCLOSED HANGAR UNITS – Landlord hereby demises and leases the T-Hangar Unit (the Premises) indicated above, and the Tenant hereby leases the Hangar from the Landlord, for the term, at the rental rate and on the conditions herein set forth.

SECTION 2. LEASE TERM – The lease term shall commence on the date indicated above and shall end the last day of the following September (one year or less), except this Lease shall automatically renew for one (1) consecutive year terms, unless otherwise earlier terminated. The lease shall not automatically renew for a successive year if the tenant has not timely paid rent or is otherwise in default. The parties' early termination rights are described in Section 27.

SECTION 3. PERMITTED USES –Hangar use shall be limited to the following aeronautical uses: 1. Storage of active aircraft; 2. Final assembly of aircraft under construction; 3. Non-commercial construction of amateur-built or kit-built aircraft; 4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft; 5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft. No other use is permitted. No commercial aviation activity shall be conducted utilizing Premises. Tenant shall promptly provide Landlord with a copy of the title or lease demonstrating Tenant's ownership or rights as a Lessee of the aircraft stored at the Premises at the time the aircraft is located on the Premises.

SECTION 4. RENT - Tenant agrees to pay Landlord the initial sum indicated above per month plus sales tax and, ad valorem tax, if applicable. Rent is due and payable on the first day of each month, in advance of use. A Late Fee of $50.00 per month shall apply to all rents remaining unpaid after the tenth day of the month. Late fees shall be cumulative and shall not be Landlord's exclusive remedy. The rental rate may be adjusted with a minimum of thirty (30) days advanced notification of the increase having been made to Tenant. The rental rate shall also be subject to annual adjustments based on the Consumer Price Index, and from time to time the rental rate shall be adjusted to reflect Fair Market Rental Value. Each adjustment to Fair Market Rental Value shall serve as the base for subsequent annual CPI adjustments. Any such Fair Market Rental Value adjustment shall exclude sales tax in such computation.

SECTION 5. NOTICES - All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows: if to the Tenant at the above indicated address and, if to Landlord, at 4796 U.S. Highway 1, North, St. Augustine, FL 32095. The Landlord and the Tenant may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

SECTION 6. BINDING EFFECT - This Lease shall inure in the benefit of and shall be binding upon the LESSOR and the LESSEE and their respective successors and assigns if authorized in writing by LESSOR at the sole and absolute discretion of LESSOR.

SECTION 7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS - Tenant will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws, governmental regulations, and regulations established from time to time by Landlord.

SECTION 8. ASSIGNMENT, AND GUESTS - Tenant may not assign this lease. Tenant may not sublease or store an aircraft not owned or leased by Tenant. Guest use of the Premises for less than thirty (30) days shall not be considered a sublease provided the Tenant gives written notice to Landlord prior to Tenant's Guest use and provides a start and end date. No Guest shall be a Guest of any Tenant for a period of 12 months following their last Guest use.

SECTION 9. INSURANCE - Insurance Types and Limits are not presently required. However, the requirement for insurance may from time to time be reviewed and determined by Landlord.

SECTION 10. INDEMNIFICATION –

a. Tenant agrees to indemnify and hold harmless the Landlord and its agents, employees and members thereof, from any claim arising out of injury to any person or damage to any property resulting from Tenant's activity upon the Premises. If there are multiple Tenants of the Premises, then each Tenant is at-risk with regard to aircraft damage and other property damage as a result of the shared leasehold. Landlord assumes no liability for risks associated with a shared leasehold.

b. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense,

and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.

c. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or resulting from aircraft damage or property damage resulting from sharing leased premises. whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any tenant of the Building.

SECTION 11. SECURITY - Landlord makes no implication or guarantees as to the provision of security of the leasehold. The Tenant is solely responsible for the security of the Premises.

SECTION 12. UTILITIES - Landlord shall pay all normal and applicable costs and charges for water and electricity, and any other Landlord provided utilities used in connection with the Premises while this lease remains in force. Any excess use or abuse will be charged to and payable by Lessee. The hangar is provided with electrical outlets for the use of the tenant. It is provided for intermittent use of small electrical devices and normal lighting. Approved devices include items such as: vacuum cleaners, fans, small handheld power tools, small intermittent use battery chargers, radios, air compressors requiring less than 15 amps of peak current draw, or similar devices. The installation or placement of items that consume electricity on a continual basis or automatically cycle on-off such as refrigerators, freezers, dehumidifiers, air conditioners, and similar devices including household appliances or devices not considered with the approved use of the Premises, are not permitted except when complying with one (1) of the following conditions and as approved in writing by the Landlord: **(a)** The Tenant has caused the installation of a separate power meter along with whatever additional modifications are required to facilitate electrical service. All modifications consistent with this provision shall have the written approval of the Landlord; shall be properly permitted with St. Johns County; and shall be installed by a licensed contractor(s) approved for such work. The ongoing cost for electrical service shall be that of the Tenant. The improvements made shall at the expiration of the lease, be completely removed and the hangar restored to a condition like that prior to modification or at the option of the Landlord, shall become a leasehold improvement and become the property of the Landlord. Modifications for power will not be approved by the Landlord to facilitate more than the total leased units by any one Tenant in any one building; **OR (b)** A monthly surcharge would be paid by the tenant. The amount of the surcharge will be per Addendum "A" of this agreement, and as modified by the Landlord at the time of renewal or automatic extension. Tenant shall not connect any apparatus with electric, water, gas or other utility except through existing electrical outlets, faucets, valves or as otherwise existing in the Premises without first procuring the written consent of Landlord, which Landlord may refuse.

SECTION 13. SIGNS - Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord, which may be withheld for any or no reason. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal. Landlord reserves the right to name the Building and to change the name or street address of the Building and to install and maintain all signs on the exterior and interior of the Building, including ADA signage.

SECTION 14. ACCESS AND PARKING - Tenant automobile parking for personal vehicles shall be permitted within the Premises or on the access driveway to the individual hangar unit. At all times, automobile parking shall be accomplished in a manner to provide unrestricted movement of aircraft and other automobiles on common taxiways. Other parking areas may be provided by Landlord. No on-street parking is permitted. Vehicle Access to the hangar area is to be accomplished through gates designated by Landlord. No hangar access is to be accomplished utilizing the FBO Area. No automobile, wheeled vehicle or pedestrian use of airfield movement areas is permitted. At all times, vehicle surface traffic shall yield to aircraft. Tenant acknowledges that the airport is a secured facility. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord, Landlord's parking operator or other security personnel. Tenant acknowledges that any violation of the provisions of this Section may result in immediate termination of this Lease.

SECTION 15. MAINTENANCE - Landlord assumes and retains reasonable maintenance responsibilities for the Premises, building and surrounding grounds. Tenant shall maintain the interior of the hangar, including any HVAC. Tenant agrees that in the event of abuse or damage to Landlord's property the cost of repairs may be charged to the Tenant. Landlord reserves the right to facilitate all maintenance and repairs of the Premises. Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or damage arising from Landlord's making any repairs, upgrades, renovations or changes which Landlord is required or permitted by this Lease or required by law to make in or to any portion of the Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's use of the Premises.

SECTION 16. SOLID WASTE AND REFUSE DISPOSAL - The disposal of solid waste and refuse must be in conformance with the system of disposal used on the Airport and must comply with local and State governmental requirements, including compliance with airport recycling programs.

SECTION 17. HAZARDOUS STORAGE - No material of a hazardous or toxic characteristic shall be permitted to be stored in the Premises. This provision shall not apply to aircraft fuel and lubricants stored within an aircraft. The storage of fuel in portable containers, regardless of type, shall not be permitted in the Premises.

SECTION 18. SUITABILITY OF PREMISES - Tenant has examined the Premises before entering into this lease and does not rely upon any representations by Landlord as to the condition of the Premises or its suitability for Tenant's purposes.

SECTION 19. REMEDIES FOR DEFAULT - If Tenant fails to pay Landlord the rent required hereunder when due and said failure continues for thirty (30) days or if the Tenant otherwise fails to perform any of the Tenant's obligations hereunder and said failure continues for thirty (30) days, Landlord may declare a default and retake possession of the Premises, including retaking by but not limited to, forcible eviction. Landlord shall also be entitled to recover from Tenant any special damages to Landlord by reason of Tenant's default. The remedies specified above are not in limitation to any other remedies allowed by law. All costs incurred by Landlord in enforcing the terms of this lease shall be borne by Tenant, including reasonable legal fees. If Landlord declares a default, then the Premises shall be subject to random inspection as necessary to confirm compliance with all Airport Rules, Regulations, Policies, and this lease.

SECTION 20. AIRPORT MATTERS - This Lease is subordinate to the provision of any existing agreement between the Landlord and the United States of America, the State of Florida or their agencies, relative to the operation of maintenance of the St. Augustine - St. Johns County Airport and specifically subject to all rules and regulations of the Federal Aviation Administration and the State of Florida, the St. Johns County Airport Authority.

SECTION 21. STANDARD PROTECTION CLAUSES - (a) Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in

said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operation on the St. Augustine - St. Johns County Airport. **(b)** The Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

SECTION 22. COVENANTS - (a) As a part of the consideration for this Lease, Tenant covenants and agrees to further pay or discharge all taxes, assessments, penalties, charges, rates or liens of any nature whatsoever which may for the period following the effective date of this lease be levied, assessed, charged, imposed or claimed on or against this lease, leasehold, interest, lot or land or any improvements of fixtures thereon or appurtenances thereto, or any part thereof, or against the Owner or Owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed and whether the same be on or about the property herein leased, its improvements, fixtures, or appurtenances, or any part thereof, on or against the income from said land or its improvements, it being the intention of the parties to this lease that the rents herein reserved shall constitute a net income to the Landlord from said land herein leased, equal in amount to said rents. **(b)** That in the event the Tenant, without the written consent of the Landlord, shall sell, assign or in any manner encumber or pledge this lease, store any aircraft other than that indicated above, or if the Tenant shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or the St. Johns County Airport Authority, or any of their departments, or bureaus applicable to said Premises, the Landlord may immediately terminate this Lease without prior notice.

SECTION 23. RIGHT TO INSPECT – Landlord shall be entitled to maintain pass keys to access the Premises and all doors within the Premises (any doors found to not be on the Landlord's pass key will be rekeyed by Landlord at Tenant's expense). Landlord may at any time during the Term, and without prior notice to Tenant, to inspect the Premises, and to show the Premises to others having an interest in the Premises. Landlord shall have the continual right to enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's use in the Premises. Landlord may also enter the Premises for purposes of installation and maintenance of a security camera system to be able to observe the Premises and other airport facilities.

SECTION 24. DELIVERY OF POSSESSION – If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession unless such delayed possession extends for more than 20 days, whereupon Tenant may terminate this Lease and be entitled to the return of any and all deposits and rents paid or pre-paid. "Delivery of possession" shall be deemed to occur on the date Landlord tenders delivery of keys to Tenant. If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent prorated on a per diem basis. Tenant taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition.

SECTION 25. ALTERATIONS – Tenant shall not make any addition, alteration, or improvement to the Premises. Unauthorized alterations carry a fine of $500.00 and require repair or restoration of the Premises. Applications for authorized improvements are made through the Executive Director and require a $250.00 fee and signed Addendum to this Lease.

SECTION 26. TERMINATION - Either party to this agreement may at any time terminate the agreement in advance of the expiration date by providing written notification at least thirty (30) days in advance of the proposed cancellation. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, or the Premises reach age of life, Landlord may terminate this Lease without advanced notice. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear, and in a broom clean condition. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's property, the cost of removal, including repairing any damage to the Premises caused by such removal, shall be paid by Tenant. Upon termination, Tenant shall surrender all keys to the Premises.

SECTION 27. MISCELLANEOUS.

a. *Accord and Satisfaction. Allocation of Payments.* No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. *Attorneys' Fees.* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

c. *Captions, Articles and Section Numbers.* The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

d. *Choice of Law.* This Lease shall be construed and enforced in accordance with the laws of the State of Florida. The parties waive trial by jury. Venue shall be exclusively State Court in St. Johns County, Florida.

e. *Corporate Authority.* If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

f. *Counterparts.* This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

g. *Prior Agreements; Amendments.* This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

h. *Recording.* Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

i. *Severability.* A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

j. *Successors and Assigns.* This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

k. *Time of the Essence.* Time is of the essence of this Lease.

l. *Waiver.* No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved. No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

m. *Compliance.* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited *to,* the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed as of the date first above written.

TENANT:	**LANDLORD:** St. Johns County Airport Authority
BY:_____	**BY:**_____ Courtney K. Pittman, Interim Executive Director
DATE:_____	**DATE:**_____

T-HANGAR USE AGREEMENT

USER INFORMATION			OWNER INFORMATION
Name:			St. Johns County Airport Authority
Address:			4796 US Highway 1, N
City:	**State:**	**Zip:**	St. Augustine, FL 32095
Telephone #		**Alternate #**	Phone (904) 209-0090 FAX (904) 209-0528
Email Address:			E-mail: rlb@sgj-airport.com

Stored Aircraft Information:

Tail No.	**Year:**	**Make:**	**Model:**
Color (Base):		**Color (Trim):**	

Hangar ID#	**Initial Base Monthly Use Payment:**	**Use Agreement Inception Date:**

The Owner and the User hereby agree as follows:

SECTION 1. USE OF T-HANGAR UNITS – Owner conditionally permits the use of the T-Hangar Unit (the Unit) indicated above, and the User hereby agrees to use the Unit subject to the terms and conditions set forth in this Agreement (hereinafter, the "Use Agreement").

SECTION 2. USE TERM – The use term shall commence on the date indicated above and shall end the last day of the following September (one year or less), except this Use Agreement shall automatically renew for one (1) consecutive year terms, unless otherwise earlier terminated. The Use Agreement shall not automatically renew for a successive year if the User has not timely paid Use Payment or is otherwise in default. The parties' early termination rights are described in Section 27.

SECTION 3. PERMITTED USES – The use of the Unit shall be limited to the following aeronautical uses:

1. the hangaring of an airworthy aircraft owned by the User. The User may be asked to provide, and agrees to provide, documentation of ownership in the stored aircraft upon request of the Owner;
2. the non-commercial construction of amateur-built or kit-built aircraft.

No other use is permitted. Specifically, the Unit may not be used for the storage of any other content including, but not limited to, watercraft, trailers, household goods, vehicles, recreational vehicles, non-aeronautical items, derelict aircraft or aircraft parts, or the storage of any other content.

The following items are not considered to be stored under the circumstances described:

1. Towbars and small aircraft handling machinery used with towbars to facilitate the movement of the aircraft in and out of the hangar;
2. tools, toolboxes, workbenches, manuals, and documentation used for routine owner maintenance of the aircraft stored;
3. if the use is for the non-commercial construction of an amateur or kit-built aircraft, tools appropriate for such activity;
4. a reasonable amount of consumables used for the aircraft or the hangar such as motor oil and cleaning supplies;
5. a modest amount of habitability items for use while performing maintenance of the aircraft such as a desk, seating, a small refrigerator unit, radio, etc. provided such items are located along the hangar walls and do not impair the movement of the aircraft in or out of the hangar;
6. While the stored aircraft is in use and temporarily absent from the hangar, the User's vehicle used to commute to or from the hangar.

SECTION 4. USE PAYMENT - User agrees to pay Owner the initial sum indicated above per month plus sales tax and, ad valorem tax, if applicable. Use Payment is due and payable on the first day of each month, in advance of use. A Late Fee of $50.00 per month shall apply to all Use Payments remaining unpaid after the tenth day of the month. Late fees shall be cumulative and shall not be Owner's exclusive remedy. The Use Payment rate may be adjusted with a minimum of thirty (30) days advanced notification of the increase having been made to User. The Use Payment rate shall also be subject to annual adjustments based on the Consumer Price Index, and from time to time the Use Payment rate shall be adjusted to reflect Fair Market Use Value. Each adjustment to Fair Market Use Value shall serve as the base for subsequent annual CPI adjustments. Any such Fair Market Use Value adjustment shall exclude sales tax in such computation.

SECTION 5. NOTICES - All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows: if to the User at the above indicated address and, if to Owner, at 4796 U.S. Highway 1, North, St. Augustine, FL 32095. The Owner and the User may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

SECTION 6. BINDING EFFECT - This Use Agreement shall inure in the benefit of and shall be binding upon the OWNER and the USER.

SECTION 7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS - User will use the Unit and conduct or allow any activities upon the Unit only in compliance with all applicable laws, governmental regulations, and regulations established from time to time by Owner.

SECTION 8. NO ASSIGNMENT - User may not assign this Use Agreement. User may not store in the Unit an aircraft not owned by User, nor permit any other person to use the Unit for any purpose whatsoever.

SECTION 9. INSURANCE - Insurance Types and Limits are not presently required. However, the requirement for insurance may from time to time be reviewed and determined by Owner.

SECTION 10. INDEMNIFICATION –

a. User agrees to indemnify and hold harmless the Owner and its agents, employees and members thereof, from any claim arising out of injury to any person or damage to any property resulting from User's activity upon the Unit. Owner assumes no liability for risks associated the User's use.
b. User shall indemnify and hold Owner harmless against and from liability and claims of any kind for loss or damage to property of User or any other person, or for any injury to or death of any person, arising out of: (1) User's use of the Unit, or any work, activity or other things allowed or suffered by User to be done in, on or about the Unit; (2) any breach or default by User of any of User's obligations under this Use Agreement; or (3) any negligent or otherwise tortious act or omission of User, its agents, employees, invitees or contractors. User shall at User's expense, and by counsel satisfactory to Owner, defend Owner in any action or proceeding arising from any such claim and shall indemnify Owner against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Owner's execution of this Use Agreement, User hereby assumes all risk of damage or injury to any person or property in, on or about the Unit from any cause.
c. Owner shall not be liable for injury or damage which may be sustained by the person or property of User, its employees, invitees or customers, or any other person in or about the Unit, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Unit, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or resulting from aircraft damage or property damage resulting from sharing the Unit. whether such damage or injury results from conditions arising upon the Unit or upon other portions of the Building or from other sources. Owner shall not be liable for any damages arising from any act or omission of any User of the Building.

SECTION 11. SECURITY - Owner makes no implication or guarantees as to the provision of security of the Unit. The User is solely responsible for the security of the Unit.

SECTION 12. UTILITIES - Owner shall pay all normal and applicable costs and charges for water and electricity, and any other Owner provided utilities used in connection with the Unit while this Use Agreement remains in force. Any excess use or abuse will be charged to and payable by User. The hangar is provided with electrical outlets for the use of the User. It is provided for intermittent use of small electrical devices and normal lighting. Approved devices include items such as: vacuum cleaners, fans, small handheld power tools, small intermittent use battery chargers, radios, air compressors requiring less than 15 amps of peak current draw, or similar devices. The installation or placement of items that consume electricity on a continual basis or automatically cycle on-off such as refrigerators or similar devices including household appliances or devices not considered with the approved use of the Unit, are not permitted except when complying with one (1) of the following conditions and as approved in writing by the Owner: **(a)** The User has caused the installation of a separate power meter along with whatever additional modifications are required to facilitate electrical service. All modifications consistent with this provision shall have the written approval of the Owner; shall be properly permitted with St. Johns County; and shall be installed by a licensed contractor(s) approved for such work. The ongoing cost for electrical service shall be that of the User. The improvements made shall at the expiration of the Use Agreement, be completely removed and the hangar restored to a condition like that prior to modification or at the option of the Owner, shall become a Unit improvement and become the property of the Owner. Modifications for power will not be approved by the Owner to facilitate more than the total units by any one User in any one building; **OR (b)** A monthly surcharge would be paid by the User. The amount of the surcharge will be per Addendum "A" of this agreement, and as modified by the Owner at the time of renewal or automatic extension. User shall not connect any apparatus with electric, water, gas or other utility except through existing electrical outlets, faucets, valves or as otherwise existing in the Unit without first procuring the written consent of Owner, which Owner may refuse.

SECTION 13. SIGNS - User shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Unit, including without limitation, the inside or outside of windows or doors, without the written consent of Owner, which may be withheld for any or no reason. Owner shall have the right to remove any signs or other matter, installed without Owner's permission, without being liable to User by reason of such removal. Owner reserves the right to name the Building and to change the name or street address of the Building and to install and maintain all signs on the exterior and interior of the Building, including ADA signage.

SECTION 14. ACCESS AND PARKING - User automobile parking for personal vehicles shall be permitted within the Unit only when the aircraft is in use, or on the access driveway to the individual hangar unit. At all times, automobile parking shall be accomplished in a manner to provide unrestricted movement of aircraft and other automobiles on common taxiways. Other parking areas may be provided by Owner. No on-street parking is permitted. Vehicle Access to the hangar area is to be accomplished through gates designated by Owner. No hangar access is to be accomplished utilizing the FBO Area. No automobile, wheeled vehicle or pedestrian use of airfield movement areas is permitted. At all times, vehicle surface traffic shall yield to aircraft. User acknowledges that the airport is a secured facility. User shall abide by any and all parking regulations and rules established from time to time by Owner, Owner's parking operator or other security personnel. User acknowledges that any violation of the provisions of this Section may result in immediate termination of this Use Agreement.

SECTION 15. MAINTENANCE - Owner assumes and retains reasonable maintenance responsibilities for the Unit, building and surrounding grounds. User shall maintain the interior of the hangar, including any HVAC. User agrees that in the event of abuse or damage to Owner's property the cost of repairs may be charged to the User. Owner reserves the right to facilitate all maintenance and repairs of the Unit. Owner shall have no liability to User nor shall User's obligations under this Use Agreement be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or damage arising from Owner's making any repairs, upgrades, renovations or changes which Owner is required or permitted by this Use Agreement or required by law to make in or to any portion of the Building or the Unit. Owner shall nevertheless use reasonable efforts to minimize any interference with User's use of the Unit.

SECTION 16. SOLID WASTE AND REFUSE DISPOSAL - The disposal of solid waste and refuse must be in conformance with the system of disposal used on the Airport and must comply with local and State governmental requirements, including compliance with airport recycling programs.

SECTION 17. HAZARDOUS STORAGE - No material of a hazardous or toxic characteristic shall be permitted to be stored in the Unit. This provision shall not apply to aircraft fuel and lubricants stored within an aircraft. The storage of fuel in portable containers, regardless of type, shall not be permitted in the Unit.

SECTION 18. SUITABILITY OF UNIT - User has examined the Unit before entering into this Use Agreement and does not rely upon any representations by Owner as to the condition of the Unit or its suitability for User's purposes.

SECTION 19. REMEDIES FOR DEFAULT - If User fails to pay Owner the Use Payment required hereunder when due and said failure continues for thirty (30) days or if the User otherwise fails to perform any of the User's obligations hereunder and said failure continues for thirty (30) days, Owner may declare a default and retake possession of the Unit, including retaking by but not limited to, forcible eviction. Owner shall also be entitled to recover from User any special damages to Owner by reason of User's default. The remedies specified above are not in limitation to any other remedies allowed by law. All costs incurred by Owner in enforcing the terms of this Use Agreement shall be borne by User, including reasonable legal fees. If Owner declares a default, then the Unit shall be subject to random inspection as necessary to confirm compliance with all Airport Rules, Regulations, Policies, and this Use Agreement.

SECTION 20. AIRPORT MATTERS - This Use Agreement is subordinate to the provision of any existing agreement between the Owner and the United

States of America, the State of Florida or their agencies, relative to the operation of maintenance of the St. Augustine - St. Johns County Airport and specifically subject to all rules and regulations of the Federal Aviation Administration and the State of Florida, the St. Johns County Airport Authority.

SECTION 21. STANDARD PROTECTION CLAUSES - (a) Owner reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in

said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operation on the St. Augustine - St. Johns County Airport. **(b)** The User expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

SECTION 22. COVENANTS - (a) As a part of the consideration for this Use Agreement, User covenants and agrees to further pay or discharge all taxes, assessments, penalties, charges, rates or liens of any nature whatsoever which may for the period following the effective date of this Use Agreement be levied, assessed, charged, imposed or claimed on or against this Use Agreement, Unit, interest, lot or land or any improvements of fixtures thereon or appurtenances thereto, or any part thereof, or against the Owner or Owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed and whether the same be on or about the property herein used, its improvements, fixtures, or appurtenances, or any part thereof, on or against the income from said land or its improvements, it being the intention of the parties to this Use Agreement that the Use Payments herein reserved shall constitute a net income to the Owner from said land herein used, equal in amount to said Use Payments. **(b)** That in the event the User, without the written consent of the Owner, shall sell, assign or in any manner encumber or pledge this Use Agreement, store any aircraft other than that indicated above, or if the User shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or the St. Johns County Airport Authority, or any of their departments, or bureaus applicable to said Unit, the Owner may immediately terminate this Use Agreement without prior notice.

SECTION 23. RIGHT TO INSPECT – Owner shall be entitled to maintain pass keys, and at any time and for any purpose and without notice to the User, to access the Unit and all doors within the Unit (any doors found to not be on the Owner's pass key will be rekeyed by Owner at User's expense). Owner may install and maintain of a security camera system capable of recording audio and visual images either inside or outside of the Unit.

SECTION 24. DELIVERY OF POSSESSION – If for any reason Owner does not deliver possession of the Unit to User on the Commencement Date, Owner shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Use Agreement shall not be impaired, but Use Payment shall be abated until delivery of possession unless such delayed possession extends for more than 20 days, whereupon User may terminate this Use Agreement and be entitled to the return of any and all deposits and Use Payments paid or pre-paid. "Delivery of possession" shall be deemed to occur on the date Owner tenders delivery of keys to User. If Owner permits User to enter into possession of the Unit before the Commencement Date, such possession shall be subject to the provisions of this Use Agreement, including, without limitation, the payment of Use Payment prorated on a per diem basis. User taking possession of the Unit shall be deemed conclusive evidence that as of the date of taking possession the Unit are in good order and satisfactory condition.

SECTION 25. ALTERATIONS – User shall not make any addition, alteration, or improvement to the Unit. Unauthorized alterations carry a fine of $500.00 and require repair or restoration of the Unit. Applications for authorized improvements are made through the Executive Director and require a $250.00 fee and signed Addendum to this Use Agreement.

SECTION 26. TERMINATION – For any reason, either party to this agreement may at any time terminate the agreement in advance of the expiration date by providing written notification at least thirty (30) days in advance of the proposed cancellation. If the Unit or the portion of the Building necessary for User's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, or the Unit reach age of life, Owner may terminate this Use Agreement without advanced notice. Upon the expiration or earlier termination of this Use Agreement, User shall cease use of the Unit to Owner clean and in the same condition as on the date User took possession, except for normal wear and tear, and in a broom clean condition. If User abandons or surrenders the Unit, or is dispossessed by process of law or otherwise, any of User's property left on the Unit shall be deemed to be abandoned, and, at Owner's option, title shall pass to Owner under this Use Agreement as by a bill of sale. If Owner elects to remove all or any part of such User's property, the cost of removal, including repairing any damage to the Unit caused by such removal, shall be paid by User. Upon termination, User shall surrender all keys to the Unit.

SECTION 27. MISCELLANEOUS.

a. *Accord and Satisfaction. Allocation of Payments.* No payment by User or receipt by Owner of a lesser amount than the Use Payment provided for in this Use Agreement shall be deemed to be other than on account of the earliest due Use Payment, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Use Payment be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of the Use Payment or pursue any other remedy provided for in this Use Agreement. In connection with the foregoing, Owner shall have the absolute right in its sole discretion to apply any payment received from User to any account or other payment of User then not current and due or delinquent.

b. *Attorneys' Fees.* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Use Agreement, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

c. *Captions, Articles and Section Numbers.* The captions appearing within the body of this Use Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Use Agreement. All references to Article and Section numbers refer to Articles and Sections in this Use Agreement.

d. *Choice of Law.* This Use Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties waive trial by jury. Venue shall be exclusively State Court in St. Johns County, Florida.

e. *Corporate Authority.* If User is a corporation, each individual signing this Use Agreement on behalf of User represents and warrants that he is duly authorized to execute and deliver this Use Agreement on behalf of the corporation, and that this Use Agreement is binding on User in accordance with its terms. User shall, at Owner's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

f. *Counterparts.* This Use Agreement may be executed in multiple counterparts, all of which shall constitute one and the same Use Agreement.

g. *Prior Agreements; Amendments.* This Use Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Use Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Use Agreement may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

h. *Recording.* User shall not record this Use Agreement without the prior written consent of Owner. User, upon the request of Owner, shall execute and acknowledge a "short form" memorandum of this Use Agreement for recording purposes.

i. *Severability.* A final determination by a court of competent jurisdiction that any provision of this Use Agreement is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intendedeffect.

j. *Successors and Assigns.* This Use Agreement shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

k. *Time of the Essence.* Time is of the essence of this Use Agreement.

l. *Waiver.* No delay or omission in the exercise of any right or remedy of Owner upon any default by User shall impair such right or remedy or be construed as a waiver of such default. The receipt and acceptance by Owner of delinquent Use Payment shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Use Payment payment involved. No act or conduct of Owner, including, without limitation, the acceptance of keys to the Unit, shall constitute an acceptance of the surrender of the Unit by User before the expiration of the Term. Only a written notice from Owner to User shall constitute acceptance of the surrender of the Unit and accomplish a termination of the Use Agreement. Owner's consent to or approval of any act by User requiring Owner's consent or approval shall not be deemed to waive or render unnecessary Owner's consent to or approval of any subsequent act by User. Any waiver by Owner of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Use Agreement.

m. *Compliance.* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited *to,* the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

IN WITNESS WHEREOF, the Owner and User have caused this Lease to be executed as of the date first above written.

USER:

BY:_____

DATE:_____

OWNER: St. Johns County Airport Authority

BY:_____
Courtney K. Pittman, Interim Executive Director

DATE:_____

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Appeal of Interim Executive Director's Decision – Termination of Unauthorized Commercial Flight School Activity (T-Hangars E-4 and E-10)

I. Purpose

The purpose of this item is to present to the Board an appeal of the Interim Executive Director's decision to terminate the use of T-Hangars E-4 and E-10 for unauthorized commercial flight school operations.

This appeal is brought pursuant to the Authority's policies governing tenant compliance and administrative review of staff enforcement actions. The Board's role is to review the facts, consider the applicable lease and policy provisions, and determine whether to uphold, modify, or overturn the decision.

II. Background

In September 2025, the Airport Administration identified that tenants occupying T-Hangars E-4 and E-10 were engaging in commercial flight training activities inconsistent with their non-commercial T-hangar lease agreements.

Under the Authority's T-Hangar Policy and Lease Terms, T-hangars are restricted to private, non-commercial aircraft storage. Commercial activities—such as flight instruction, aircraft rental, or charter operations—require prior written authorization and, in most cases, a commercial operating agreement or leasehold in a designated commercial area.

Following verification of the activity, a written notice was provided to the tenants advising them that such use violated lease terms and policy provisions. After no corrective action was taken, the Interim Executive Director issued a termination notice for T-Hangars E-4 and E-10 in accordance with the established enforcement process.

The affected tenants have submitted a written appeal requesting that the Board overturn the termination and allow continued use of the hangars for flight training operations.

III. Current Situation

The appeal requests that the Board reconsider the decision and permit continued use of the hangars for instructional activity.

Key considerations include:

- Lease Type and Restrictions: Both T-Hangars E-4 and E-10 are leased under standard non-commercial agreements.
- Operational Compliance: Conducting flight instruction or training for compensation constitutes a commercial activity under Authority policy.
- Precedent and Policy Consistency: Allowing commercial use within non-commercial hangars may conflict with other tenant agreements and FAA grant assurance obligations related to fair and non-discriminatory access.
- Safety and Insurance Implications: Conducting business activities from t-hangars not designed or approved for such use can create operational and liability exposure.

The Interim Executive Director's decision was made to maintain regulatory compliance, ensure equitable treatment of tenants, and preserve the intended use of the general aviation facilities.

IV. Options / Considerations

Option 1 – Uphold the Interim Executive Director's Decision (Recommended)
Pros:

- Enforces existing lease terms and Authority policy.
- Maintains consistency and fairness across tenant operations.
- Upholds FAA and FDOT compliance standards related to aeronautical use and grant assurances.

Cons:

- May result in tenant dissatisfaction or vacancy of affected hangars.

Option 2 – Modify the Decision to Allow Temporary Operation Under Specific Conditions
Pros:

- Provides limited flexibility to tenants while transitioning to a compliant lease structure or alternative facility.

Cons:

- May create inconsistent policy enforcement and potential precedent issues.

Option 3 – Overturn the Decision and Reinstate Tenants Without Restriction
Pros:

- Resolves the immediate dispute in favor of tenants.

Cons:

- Conflicts with lease provisions and FAA compliance requirements.
- Undermines future enforcement of non-commercial hangar policy.

V. Staff Recommendation

Staff recommends Option 1 – Uphold the Interim Executive Director's decision to terminate T-Hangar leases for unauthorized commercial flight school operations at T-Hangars E-4 and E-10.

Rationale:
This action ensures consistent enforcement of Authority policies, compliance with FAA and FDOT regulations, and equitable treatment among all tenants. Allowing commercial operations in non-commercial facilities would set an adverse precedent and potentially jeopardize grant assurances tied to airport funding.

VI. Adopting Resolution

Motion to uphold the Interim Executive Director's decision to terminate the T-Hangar leases for unauthorized commercial flight school operations at T-Hangars E-4 and E-10, and to affirm that such commercial use is not permitted under non-commercial T-Hangar agreements without prior written authorization from the Airport Authority.

VII. Next Steps

Following Board action:

1. Staff will provide written notification of the Board's decision to the affected tenants.
2. If upheld, hangar turnover will proceed in accordance with lease termination procedures.
3. Any appeal-related records will be retained as part of the official public record.

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Akerman LLP – Florida Retirement System (FRS)

I. Purpose

The purpose of this item is to request Board approval for Akerman LLP to continue providing legal services related to the Florida Retirement System (FRS) compliance and participation review.

This engagement will ensure completion of all outstanding FRS matters and continued coordination with the Florida Department of Management Services (DMS) to bring the Airport Authority into full compliance with state retirement requirements.

II. Options / Considerations

Option 1 – Approve Continuation of Akerman LLP Services (Recommended)
Pros:

- Provides continuity of representation and preserves institutional knowledge.
- Ensures compliance with FRS requirements through completion of all outstanding tasks.
- Avoids additional onboarding or transition costs with new counsel.
  Cons:
- Commits funding for continued legal services.

Option 2 – Conclude Current Engagement and Transition to In-House/Alternate Counsel
Pros:

- Potentially reduces outside counsel costs in the short term.
  Cons:
- Risk of disrupting ongoing FRS compliance efforts.
- Requires significant onboarding and re-familiarization by new counsel.

Option 3 – Defer Action
Pros:

- Allows additional time for review of legal cost allocations or status updates.
  Cons:
- May delay resolution of FRS compliance matters and risk audit exposure.

III. Staff Recommendation

Staff recommends Option 1 – Approval to continue the engagement of Akerman LLP for legal services related to the Florida Retirement System (FRS) compliance and participation review.

Rationale:
This approach ensures the Authority maintains consistent legal representation through final resolution of all FRS matters, safeguards compliance with state regulations, and provides institutional continuity on a complex administrative issue.

IV. Adopting Resolution

Motion to approve the continuation of Akerman LLP's legal services related to the Florida Retirement System (FRS) matter, with total costs not to exceed $90,000, and to authorize the General Counsel to coordinate directly with Akerman LLP to manage scope, expenditures, and reporting.

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Authorization for Internal Investigation

I. Purpose

Authorize General Counsel to conduct an internal investigation regarding allegations of misconduct, institutional controls, and board member conflicts. The internal investigation shall review documents and communications, interview appropriate individuals, and provide a report of its findings to the board by the January 2026 meeting, along with any proposed recommendations for improving governance policies.

II. Options / Considerations

Option 1 – Authorize the General Counsel to Conduct the Internal Investigation (Recommended)
Pros:

- Ensures a transparent, impartial, and timely review of alleged issues.
- Demonstrates accountability and proactive governance.
- Allows the Board to receive factual findings and actionable recommendations.

Cons:

- May require staff time and legal resources over the next two months.

Option 2 – Defer Authorization Pending Further Discussion
Pros:

- Provides additional time for the Board to define scope or procedural parameters.

Cons:

- Delays fact-finding and may prolong uncertainty surrounding governance concerns.

Option 3 – Decline to Authorize Investigation
Pros:

- Avoids immediate legal expenditure.

Cons:

- Leaves allegations unreviewed and may undermine public confidence or transparency.

III. Staff Recommendation

Staff recommends Option 1 – Authorization for the General Counsel to conduct an internal investigation into allegations of misconduct, institutional control deficiencies, and potential board member conflicts.

Rationale:
This approach ensures that all concerns are reviewed impartially, strengthens governance integrity, and provides the Board with an evidence-based report and recommendations to guide policy improvements and institutional controls.

IV. Adopting Resolution

Motion to authorize the General Counsel to conduct an internal investigation into allegations of misconduct, institutional control deficiencies, and board member conflicts; to review relevant documents, records, and communications; and to provide a report of findings and recommendations to the Board by the January 2026 Regular Meeting.

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: October 31, 2025
Subject: Request for Shade Meeting

I. Purpose

The purpose of this item is to request that the Board convene a Shade Meeting in accordance with Section 286.011(8), Florida Statutes, for the purpose of conferring privately with General Counsel regarding pending litigation involving the St. Johns County Airport Authority.

This session will allow counsel to provide confidential legal advice, discuss litigation strategy, evaluate settlement options, and address potential exposure. Discussion will be limited strictly to matters exempt from public disclosure under state law.

II. Current Situation

General Counsel has advised that a Shade Meeting is necessary to brief the Board on recent developments, review litigation posture, and discuss potential legal and financial implications.

III. Adopting Resolution

Motion to authorize the Interim Executive Director and General Counsel to schedule and notice a Shade Meeting pursuant to Section 286.011(8), Florida Statutes, for the purpose of conferring privately with legal counsel regarding pending litigation involving the St. Johns County Airport Authority.

IV. Next Steps

Following Board approval, staff will:

1. Coordinate with General Counsel to finalize scheduling of the Shade Meeting.
2. Prepare and post the required public notice identifying the case and participants.
3. Ensure attendance by the Board, General Counsel, Interim Executive Director, and court reporter only.
4. Maintain a verbatim transcript of the Shade Meeting in accordance with state law.
5. Release the transcript as a public record upon resolution or conclusion of the litigation.