Saint Johns County Airport Authority

Workshop Meeting Agenda
St. Augustine, FL (UST/KSGJ)

Airport Conference Center, December 17, 2025, 9:00 AM

- **Call to Order**
- **Agenda Items:**
  1. Executive Director Search & Consultant RFP (30 minutes)
  2. Bowman & Company (20 minutes)
     - Branding Update
     - Mission, Vision & Values

****10 MINUTE BREAK****

  3. PASSERO Presentation (60 minutes)
     - Eastside Development Briefing
     - Capacity Study Update
     - Westside Development Briefing
     - Self-Serve Fuel Pit
  4. Hanson Presentation (45 Mins)
     - Advance Air Mobility

****45 MINUTE LUNCH BREAK ****

  5. T-Hangars (60 minutes)
     - Lease Policy
     - Rent
  6. FRS Presentation (60 minutes)

****10 MINUTE BREAK***

  7. Board Policies & Meetings (60 minutes)
     - 2026 Board Meeting Schedule & Spring Workshop
     - Meeting Policy

Saint Johns County Airport Authority

Workshop Meeting Agenda
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Airport Conference Center, December 17, 2025, 9:00 AM

- Public Comment
- Indemnification

- 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
- Adjournment

ST AUGUSTINE – ST JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: December 17, 2025
Subject: Executive Director Search

I. Purpose

The purpose of this workshop item is to brief the Board on the status of the Executive Director search procurement, review progress to date, and provide an opportunity for Board discussion regarding the RFP process, responding firms, issued addenda, and anticipated next steps. This item is presented for discussion only. No action or vote is being requested at this time.

II. Background

At the Board's direction, staff initiated a competitive procurement process to select an executive search firm for the permanent Executive Director position. RFP No. 2025-01 was released to firms with established experience in airport, governmental, and public-sector executive recruitment.

The procurement process is being conducted in accordance with all applicable statutory requirements and internal procurement procedures. All questions, responses, addenda, and evaluation steps are being documented to maintain full transparency and compliance with Florida procurement standards.

III. Current Situation

As of November 26, 2025, the following milestones have occurred:

• RFP No. 2025-01 was issued to executive search firms with relevant aviation and public agency experience.
• One firm has formally declined to submit a proposal.
• Two addenda have been issued containing written questions received from firms regarding scope, compensation parameters, evaluation weighting, and administrative

requirements.
• The question period closed at 12:00 p.m. on November 26, with no further inquiries accepted after that time.
• Staff is preparing for proposal receipt, internal evaluation coordination, and scoring process setup to support future Board review.

During the workshop, staff will brief the Board on the structure of the evaluation process, the anticipated timeline, and the procedural steps required to move the procurement forward.

IV. Workshop Discussion Areas

Topics for Board discussion include:

• Overview of the procurement timeline and upcoming deadlines
• Clarification on evaluation methodology and panel responsibilities
• Review of the addenda and common themes in firm questions
• Expectations for interviews, ranking, and final selection
• Any direction the Board may wish to provide regarding communication, scheduling, or review materials

The workshop setting allows for open discussion prior to formal ranking and award consideration at a later meeting.

V. Next Steps

Following the workshop:

• Staff will assemble evaluation materials and prepare the scoring packets for the designated evaluation panel.
• Proposal submissions will be reviewed for responsiveness and compliance.
• A shortlist will be developed, if necessary, and interview logistics will be coordinated.
• Staff will prepare future Board agenda materials for consideration of the ranked firms and discussions regarding award determination.
• All procurement documentation, including questions, addenda, and notifications, will be maintained as part of the official procurement record.

VI. Attachments

- Addendum 1 – Written Questions and Responses
- Addendum 2 – Supplemental Clarification Responses

St. Johns County Airport Authority

RFP 2025-01 - Executive Search Firm

ADDENDUM 1

November 13, 2025

Question

We could not see the anticipated compensation range for the position in the attached documents, could you please share this with us?

Answer

As per our board chair, the range is between $165,000 and $205,000. If we offer a performance-based incentive plan, we could look at it being 25% of base salary, which could make it a total compensation package of between $206,250 and $256,250.

We will look to the executive search firm to confirm our target compensation.

St. Johns County Airport Authority

RFP 2025-01 - Executive Search Firm

ADDENDUM 2

November 26, 2025

Questions

1. RFP pg. 3, Section 6 lists hard copy submission instructions. Will SJCAA consider electronic only submissions via email instead of hard copy/USB?
2. Can resumes be considered outside of the overall 12-page limit?

Answers

1. In alignment with our current procurement governance framework and to ensure a standardized evaluation environment, the Authority is not in a position to accept electronic-only submissions at this time. Per RFP page 3, section 6, hard copy and USB submittal protocols remain the required delivery method of record.
2. Resumes may be submitted as supplemental material and will not count toward the 12 page maximum for the core proposal deliverable.

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: December 17, 2025
Subject: Workshop Briefing – Bowman Rebranding Concepts, Mission and Vision Statements, and Website Modernization

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I. Purpose

The purpose of this workshop item is to provide the Board with a general overview of Bowman's ongoing work related to the Authority's brand modernization and website redesign efforts. Bowman will outline the overall direction of these initiatives and present the evolving concepts for the airport's public-facing identity and digital communications. This session is intended for informational discussion and to gather high-level Board feedback prior to the development of any final recommendations or action items. No formal action or vote is requested at this time.

II. Background

The Authority has undertaken a strategic modernization effort to align its public-facing identity with current operational performance, long-term development objectives, and community expectations. As documented in the airport's economic and operational overview, St. Augustine Airport supports more than 3,800 regional jobs and ranks as one of the busiest general aviation airports in Northeast Florida.

The airport is simultaneously expanding hangar capacity, upgrading utilities, investing in corporate aviation facilities, and preparing for significant aerospace and economic development activity. These advancements have created an opportunity to update the airport's brand, public messaging, and communications platforms to more accurately reflect the airport's growth, economic role, and forward-facing mission.

Bowman has been supporting the Authority in exploring potential brand updates and improvements to how the airport presents essential information through its digital platforms. This work is designed to support clearer communication, enhance transparency, and improve overall accessibility for airport users, tenants, and the public.

III. Presentation Overview

During the workshop, Bowman will provide a broad overview of:

• The general approach to refreshing the airport's brand and identity to align with modernization and growth initiatives.
• Conceptual messaging themes intended to support consistent communication across airport materials and community outreach efforts.
• The status of the website redevelopment project, including improvements to layout, navigation, accessibility, and content organization.

The presentation will be conceptual and illustrative, highlighting overall direction rather than final selections or completed materials.

IV. Workshop Discussion Areas

Discussion during the workshop may include:

• Board impressions of the overall branding direction and messaging concepts.
• Desired tone and style for public communications and digital platforms.
• Alignment of branding efforts with community engagement goals and long-range development planning.
• Additional considerations the Board may wish to have incorporated into future refinements.

This session is intended to solicit general guidance and perspective prior to the preparation of final brand and website recommendations for Board consideration at a future meeting.

V. Next Steps

Following the workshop:

• Staff will compile Board feedback and coordinate with Bowman regarding any adjustments or refinements.
• Bowman will continue development of the branding and website concepts informed by Board discussion.

ST AUGUSTINE – ST JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: December 17, 2025
Subject: Passero Presentation

I. Purpose

The purpose of this workshop item is to brief the Board on PASSERO Associates' ongoing planning, engineering, and development work for the Airport. PASSERO will provide an overview of key Eastside and Westside development concepts, capacity analysis updates, and the current status of the self-serve fuel pit initiative. This presentation is intended to inform Board discussion and gather feedback prior to advancing project sequencing and development planning. No action or vote is being requested at this time.

II. Background

PASSERO Associates serves as the Airport Authority's lead planning and engineering partner, supporting long-range infrastructure development, airfield capacity modeling, phased capital planning, and site feasibility assessments. Their work directly informs project prioritization, development readiness, and long-term demand forecasting.

As the Airport continues to experience increased development interest, tenant activity, and airfield utilization pressures, it is necessary to maintain ongoing Board awareness of planning assumptions, sequencing strategies, and capacity considerations. PASSERO's briefing will help ensure alignment with emerging needs and assist the Board in understanding the current planning framework.

III. Current Situation

During the workshop, PASSERO will present the following components:

• Eastside Development Briefing: Site readiness status, development concepts, utilities sequencing, designable acreage, infrastructure triggers, and long-term development options.

• Capacity Study Update: Interim findings on airfield throughput, ramp utilization, taxiway impacts, capacity thresholds, and recommended phasing strategies to maintain operational efficiency.
• Westside Development Briefing: Long-range buildout considerations including parcel configuration, circulation planning, ramp expansion feasibility, and integration into broader master planning assumptions.
• Self-Serve Fuel Pit Initiative: Current design status, siting options, regulatory considerations, access planning, projected costs, and next steps.

The workshop setting allows for discussion, questions, and Board feedback on PASSERO's ongoing work products.

IV. Workshop Discussion Areas

During the workshop, Board discussion and questions may focus on:

• Development priorities and sequencing on both the Eastside and Westside
• Infrastructure constraints and opportunities influencing development timing
• Airfield capacity findings and potential operational impacts
• Feasibility considerations associated with the self-serve fuel pit project
• Any refinements or additional analysis the Board would like PASSERO to incorporate

No decision making is required during this workshop.

V. Next Steps

Following the workshop discussion:

• Staff will coordinate with PASSERO to refine project sequencing and incorporate any Board feedback
• Development parcel programming will be updated based on direction received
• Capacity study findings will be expanded and adjusted as requested
• The self-serve fuel initiative will continue to progress into its next planning or design phase
• Revised materials will be prepared for a future Board meeting when formal action is needed
• Capacity Study Interim Findings Summary
• Draft Fuel Pit Layout Plan

Project Funding:

FDOT FM#: 435026-2; 435026-3

Job Growth Grant#: 60143

NFRA

ROADWAY IMPROVEMENTS

(Hawkeye View Lane Relocation and US1 to Conference Center)

Phase 1: Design / Permitting / Bidding
Phase 2: Construction

PASSERO

OVERALL PROJECT MANAGER

Andrew Holesko, CM
CEO, Program Manager

Matthew Singletary, PE
Senior Aviation Civil Engineer

HAWKEYE VIEW LANE (Utilities)

PASSERO

East Terminal Drive (Roadway)
Design / Permitting / NEPA

FDOT FM#: 435026-3

Michael Baker INTERNATIONAL

Utilities
Design / Permitting

Job Growth Grant#: 60143

PASSERO

Construction Phase
Construction Administration
Construction Observation

FDOT FM#: 435026-3
Job Growth Grant#: 60143

US1 to CONFERENCE CENTER (Utilities)

PASSERO

Casa Cola to US1 (Roadway)
Design / Permitting / NEPA

FDOT FM#: 435026-2

Michael Baker INTERNATIONAL

Utilities (US1)
Design / Permitting

Job Growth Grant#: 60143

Construction Phase

Michael Baker INTERNATIONAL

Construction Administration (US1 Utilities)

PASSERO

Construction Observation

FDOT FM#: 435026-2
Job Growth Grant#: 60143

Relevant Background & History Related to Proposed Design and Construction Project Agenda Items

East Side Development

Background & History

The northeast section of Airport property is the largest remaining undeveloped Airport land area east of US-1, contiguous with the airfield. Development of this area is described in the current Airport Master Plan. The last Airport Master Plan Update was completed in 2020. The associated Airport Layout Plan (ALP) drawings that accompany the Master Plan include Sheet 7 - Terminal Area Plan East Corporate Area *(see attachment #1*). This drawing illustrates a conceptual layout for future aviation development.

The northern portion of this future aviation development area required significant land acquisition and roadway improvements, which are indicated on the drawing. The former Executive Director (Ed Wuellner) began coordinating the programming of state funding for these roadway improvements (i.e., modification of Hawkeye View Lane) and land acquisition as early as 2020-2021. Land Acquisition funding was programmed for FDOT Fiscal Year (FY) 2024, and roadway funding was programmed for FDOT FY 2026 and FY 2027. Note - The State fiscal year begins on July 1st of each year.

Land development planning and environmental studies were expedited ahead of the FDOT grant schedule in an effort to satisfy requests made by a tenant to expand their aviation business. Initially the focus area for development was the southernmost portion of available land (now referred to as “Area C”) since this area could be developed without the need for the land acquisition or roadway improvements described above.

In July of 2022, Passero was hired to conduct initial site investigations and environmental assessments, including wetland delineation. This initial planning and environmental phase was completed in December of 2022, followed by a second phase of environmental planning and permitting.

Newly elected Airport Authority Board members took office in January of 2023 and quickly began making changes to Airport Authority staffing and legal counsel positions. Several Airport Executive Directors have been appointed on an Interim basis since 2023. Yet, the development projects have been supported and been able to proceed. A lease agreement was offered for the southernmost parcel of land to the aforementioned tenant (i.e., Volato Aviation and then Modern Aero, or similar names); however, nothing ever materialized with this offer, and it was subsequently withdrawn by the tenant.

An East Side Development policy was established in 2024 to help the Airport Authority maintain control of development and ensure that it is progresses in a manner that is in the best interest of the Airport *(see attachment #2).*

Land acquisition of a 22+ acre parcel from the Gun Club (consistent with the ALP and FDOT funding) was completed in 2024. The purchase of 4.89 wetland mitigation credits was also completed in 2024, based on the environmental assessments and permitting completed. This was a significant "win" for the Authority since wetland credits within the airport's development basin are highly sought after.

A relationship with St. Johns County was also developed in 2023-2024 which resulted in a state economic development job growth grant application being submitted (jointly between the County and Airport) which has resulted in a $4.9M grant for Airport utility and stormwater infrastructure improvements.

Grants & Contract Proposals

State Job Growth Grant
The State of Florida Department of Commerce Job Growth Grant was executed on 5/30/2025. The grant stipulates that (1) design shall not exceed $892,795 and that all design phase funds must be expended by September 30, 2026; (2) construction may use the remainder of grant funds available from the total grant amount of $4,892,795 (i.e., at least $4,000,000) and construction shall be completed by December 31, 2027. This grant supports the design and construction of potable water, sanitary sewer, and stormwater facilities infrastructure improvements primarily within the northeast section of Airport property, but also within the South General Aviation area of Airport property.
Note - There is no local match required for this grant.

The design phase contract associated with this project needs to be executed as soon as possible in an effort to maintain the grant schedule. Note – The design schedule is behind at this time because the infrastructure design needs to proceed with the roadway design, which has been delayed, since the Authority could not provide a quorum to approve the FDOT funds for the new roadway.

There is one proposed design contract associated with this grant: (1) Michael Baker International is providing potable water and sanitary sewer design. Passero Associates is providing overall program management, grants administration assistance and stormwater design via other contract agreements. Passero Associates construction phase services will be provided via future contract agreement. *See attached Michael Baker Contract proposal (Attachment #3) and Organization Chart (Attachment #4).*

Note – Both Michael Baker and Passero Associates have been selected as multi-year, multi-project general consultants to serve the technical needs of the Authority, in accordance with both FDOT and FAA procurement procedures.

FDOT PTGA Hawkeye View Lane

The FDOT PTGA grant was approved at the last Airport Authority Board meeting on 10/13/25. This grant is for roadway design and construction, and associated improvements. This grant requires a 20% local match with FDOT providing 80% funding over a two-year period. FDOT is providing $4M total in two disbursements, $2M in FY 26 and $2M in FY 27. The Airport Authority must provide a total of $1M in matching funds.

The design and bidding of this project needs to progress along the same schedule as the State Job Growth Grant, given that the roadway and utility infrastructure designs need to be closely coordinated and should be constructed at the same time. A portion of the utility infrastructure will logically be installed within the roadway corridor. Using a single contractor for the installation of both project elements is logical, cost effective, timely, and at the least amount of risk to the Authority.

There are two proposed contracts by Passero associated with this grant: (1) Design & Bidding, (2) Environmental Assessment. *See attached Contract proposals (Attachment # 5 & #6).*

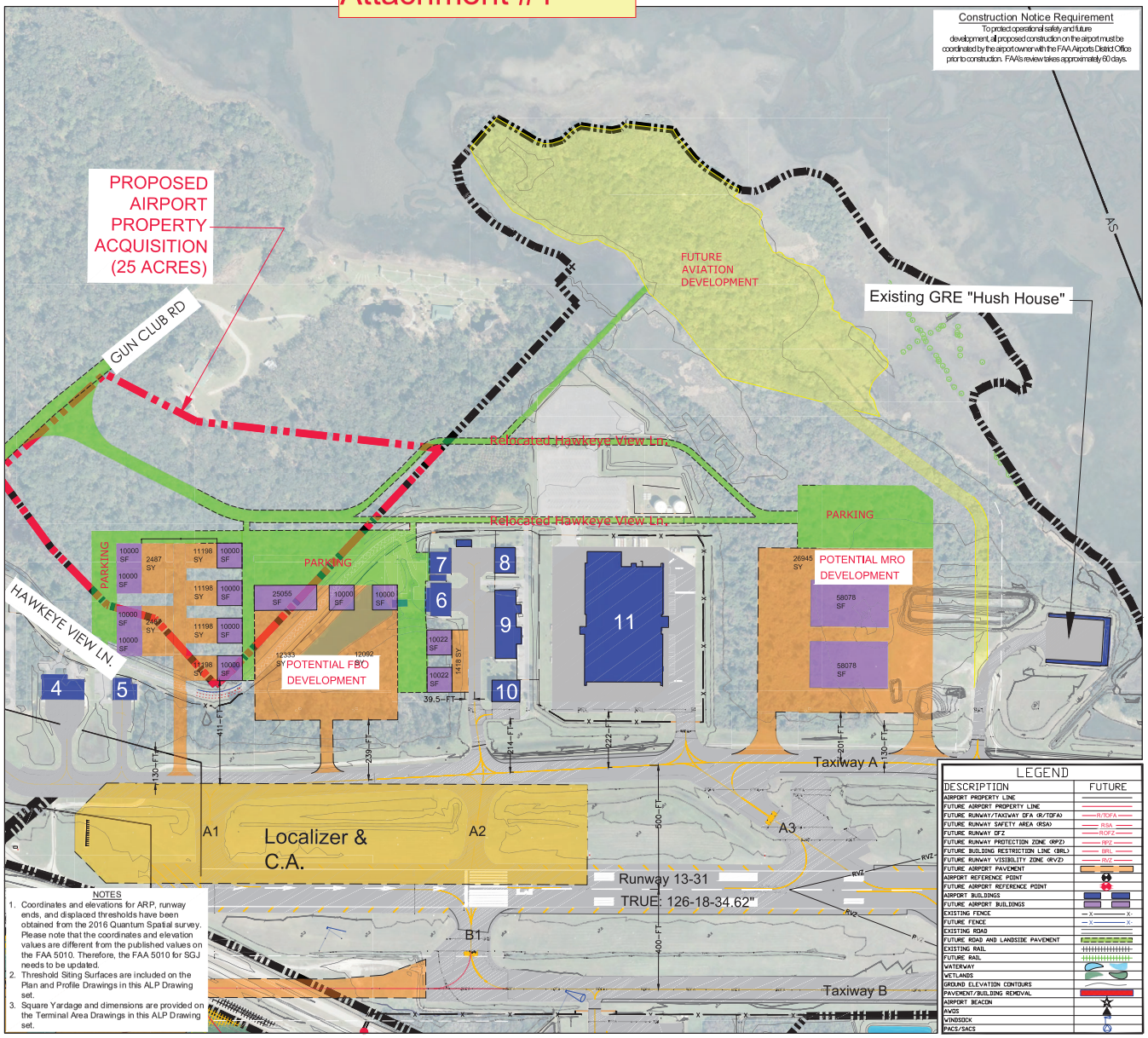
The Environmental Assessment (EA) is for federal level NEPA/Environmental clearances. Although federal funding is not being provided for this roadway project, the FAA is requiring that an EA be completed. The FAA's environmental approval is required and will allow all future/related projects (i.e., projects that will be FAA funded) to proceed without additional environmental review by the FAA. The FDOT has agreed to fund this scope of work.

Fuel Farm Tank Replacement

An FDOT PTGA was executed in January 2024 for this work. FDOT is providing 80% funding ($450K) while the Airport Authority must provide the 20% match ($112,500), for a total funded project cost of $562,500. The Airport Authority (i.e., Courtney Pittman) first approached other consultants to address this project, then approached Passero earlier this year (2025) about providing a design proposal, based on scheduling and interest factors. A proposal was prepared but was never executed due to the Airport Authority Board's lack of quorum. Passero Associates proposes to team with a fuel design specialist, The Lynch Group, to address this project. *See attached Contract proposal (Attachment #7).*

Attachment #1

NFRA Facilities				
Bldg. #	Facility	Approximate Size	Condition	Elevation (MSL)
1	Corporate Hangar (Infinity Aviation Co Inc)	Hangar: 10,575 sf Office: 1,128 sf	Good	45.1
2	Corporate Hangar (Ring Power Aviation)	Hangar: 16,368 sf Office: 3,582 sf	Good	44.9
3	Corporate Hangar (Roberts Aviation)	Hangar: 25,488 sf Office: 4,000 sf	Good	47.7
4	Corporate Hangar (Scott Lagasse Racing)	Hangar: 14,639 sf Office: 950 sf	Fair	43
5	Corporate Hangar (Florida Army National Guard)	Hangar: 4,536 sf Office: 3,168 sf	Fair	40.7
6	Corporate Hangar (Southeast Aero Services Inc.)	Hangar: 12,608 sf Office Trailer: 1,440 sf	Fair	38.3
7	Corporate Hangar (Southeast Aero Services Inc.)	Hangar: 7,863 sf Office Trailers: 2,880 sf	Fair	38.02
8	Corporate Hangar (Patty Wagstaff Aerobatic School - Southeast Aero Services Inc.)	Hangar: 7,273 sf Office: 1,127 sf	Fair	37.5
9	Corporate Hangar 8-9-10 (Southeast Aero Services Inc. - Roberts Aviation - Vino Air)	Hangar: 22,304 sf Office: 1,862 sf	Fair	45.2
10	Corporate Hangar (Regency Aviation)	Hangar: 8,839 sf Office: 735 sf	Fair	36.4
11	Northrop-Grumman North Complex	~	~	65.5
12	Northrop-Grumman South Complex	~	~	28 -75
13	Airline Terminal	23,305 sf	Excellent	38.9
14	Maintenance Shop Hangar (Atlantic Aviation)	Hangar: 8,000 sf Office: 1,600 sf	Poor	40.1
15	Aircraft Storage Hangar (Atlantic Aviation)	Hangar: 12,600 sf Office: 1,995 sf	Poor	40.1
16	Shade/Canopy Hangar (Atlantic Aviation)	19,778 sf	Good	47.5
17	Aircraft Sales/Storage Hangar & Offices (PGA) (Florida Aviation Career Training)	Hangar: 10,404 sf Office: 7,512 sf	Good/Fair	47.8
18	GA Terminal Building (Atlantic Aviation - Rent-a-Car)	9,489 sf	Good/Fair	48.1
19	Line Service Building (Atlantic Aviation)	704 sf	Poor	26.6
20	"A" T-Hangar (10 Units)	15,372 sf	Poor	28.02
21	"B" T-Hangar (10 Units)	15,576 sf	Poor	26.5
22	"C" T-Hangar (11 Units)	13,770 sf	Poor	25.7
23	"D" T-Hangar (12 Units)	17,479 sf	Good	29.17
~~24~~	~~Port-A-Ports (6 Units)~~	~~1,872 sf each~~	~~Poor~~	-
25	"E" T-Hangar (12 Units)	17,479 sf	Good	28.92
26	"G" Box Hangar (6 Units)	15,900 sf	Fair	35.79
27	"H" Box Hangar (4 Units)	13,515 sf	Fair	36.01
28	"I" Box Hangar (4 Units)	14,014 sf	Fair	36.7
29	Airport Maintenance Building	~900 sf	Poor	23.2
30	"J" Port-A-Ports (5 Units)	5,550 sf	Poor	21.5
31	"K" T-Hangar (12 Units)	13,872 sf	Fair	28.01
32	"L" T-Hangar (12 Units)	13,872 sf	Fair	28
33	"M" T-Hangar (12 Units)	13,872 sf	Fair	28
34	Self-Service Fuel Farm	Two Above Ground Tanks 1,144 sf	Good	-
35	Electric Vault Building		Fair	25.04
36	Customs Building (U.S. Customs & Border Protection)	3,000 sf	Fair	30.5
37	Airport Rescue & Firefighting Facility (ARFF)	5,046 sf	Good	35.5
38	Air Traffic Control Tower (ATCT)	5,549 sf	Fair	100.1
39	Corporate Hangar (Nimbus Aviation)	Hangar: 32,890 sf Office: 1,650 sf	Good	57.2
40	Fuel Farm	Four Above Ground Tanks	Good	-
41	Green House	~ 1,500 sf	Fair	23.4
42	Maintenance Shed	~ 2,500 sf	Fair	25.5
43	Maintenance Garage	~ 1,200 sf	Fair	26.3
44	Maintenance Warehouse & Office	Warehouse: 5,571 sf Office: 861 sf	Fair	27.4
45	Conference Center (Florida Flyers European US Flight School, Inc.)	16,760 sf	Good	48.03
46	Corporate Hangar (Jacksonville Aviation, INC dba Premier Aviation & Old City Helicopter Sales LLC)	Hangar: 14,000 sf Office: 1,602 sf	Good	40.5
47	"N" Box Hangar (3 Units)	7,800 sf	Good	29.3
48	"O" T-Hangar (6 Units)	7,800 sf	Good	26.1
49	"P" Box/T-Hangar (3/7 Units)	Box Hangars: 9,360 sf T-Hangar: 8,840 sf	Good	29.5
50	"Q" T-Hangar (10 Units)	12,064 sf	Good	26.7
51	"R" T-Hangar (10 Units)	12,064 sf	Good	25.9
52	"S" T-Hangar (9 Units)	11,024 sf	Good	26.5
53	St. Augustine St. Johns County Airport Authority Administration Building	3,696 sf	Fair	19.8
~~54~~	~~Quonset Hut~~	~~756 sf~~	~~Fair/Poor~~	-
55	Civil Air Patrol Building	3,508 sf	Poor	30
56	Civil Air Patrol Building	2,473 sf	Poor	28



Construction Notice Requirement

To protect operational safety and future development, all proposed construction on the airport must be coordinated by the airport owner with the FAA Airports District Office prior to construction. FAA's review takes approximately 60 days.

PASSERO ASSOCIATES
engineering architecture

0 200 400 Feet

NFRA
Northeast Florida Regional Airport
Fly Smart!

Client:

St. Augustine-St. Johns County Airport Authority
4900 U.S. Highway 1, North
St. Augustine, FL 32095

Passero Associates
4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095
(904) 757-6106
www.passero.com
Principal-in-Charge: Andrew M. Hidesko
Project Manager: Lisa Cheung
Designed by: Chris Johnson

Revisions

No.	Date	By	Description

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Airport Layout Plan Update

Terminal Area Plan
East Corporate Area

Northeast Florida Regional Airport

Town/City: City of St. Augustine
County: St. Johns State: Florida

Project No.
23081.70

Drawing No.
Sheet 7

Date
February 2020

Attachment #2

DRAFT 2024 11 04

St. Johns County Airport Authority

Resolution 2024-13

East Area Development Plan

WHEREAS, The St. Johns County Airport Authority ("Airport Authority") owns and operates the Northeast Florida Regional Airport as a Public Use Airport. Pursuant to the compliance requirements established by 49 U.S. Code § 47107(16), the Airport Authority periodically updates its published *Airport Master Plan* and associated *Airport Layout Plan ("ALP")*; and

WHEREAS, between calendar years 2017 and 2020 the Airport Authority established a Master Plan Advisory Committee ("MPAC") and undertook the comprehensive process to develop and publish a updated *Airport Master Plan* and associated *Airport Layout Plan*; and

WHEREAS, the Federal Aviation Administration ("FAA") reviewed the updated *Airport Layout Plan ("ALP")* under the standards established by FAA Advisory Circular (AC) 150/5070-6 *Airport Master Plans* and 150/5300-13A, *Airport Design* and issued its conditional approval of the ALP; and

WHEREAS, the Florida Department of Transportation ("FDOT") reviewed the updated ALP under the standards established by FDOT's *Guidebook for Airport Master Planning* and issued a determination that the updated ALP was consistent with the FDOT *Guidebook for Airport Master Planning* and are compatible with the *Florida Aviation System Plan (FASP)*; and

WHEREAS, the Airport Authority is entering into the operational phase of *executing* the features of the approved ALP in the area between Runway 13/31 and the Tolomato River (the "East Area"); and

WHEREAS, by this Resolution the Airport Authority desires to: 1) establish policy and guidance for the execution of the ALP applicable to the East Area; 2) prioritize the resources and opportunities for the execution of the ALP applicable to the East Area; and 3) establish appropriate expectations for potential tenants and users of facilities that may be result from execution of the ALP applicable to the East Area;

NOW THEREFORE, be it resolved, as follows:

East Area Development Plan

1. Attached to this Resolution as Exhibit "1" is a diagram that correlates to Sheet 7 of the Airport Authority's current ALP. The specific locations and extent of the proposed facilities depicted on Exhibit "1" are notional, including the notional locations roadways, taxiways, taxilanes, aprons, retention ponds, and hangars.

2. Three Areas are identified on Exhibit "1": **Area A** is designated and reserved for the development of large corporate aviation hangars; **Area B** is designated and reserved for the future site of a full-service Fixed Base Operator ("FBO") facility; **Area C** is designated and reserved for the future site of a large scale or heavy industrial Maintenance and Repair Organization facility ("MRO"). The development criteria for each of the Areas are described below.

Area A

3. The limited availability of corporate aviation hangar facilities is the most substantial market imbalance that currently exists at the Airport. The Airport Authority is currently accepting statements of interest from owners of corporate aviation aircraft to develop large corporate aviation hangars in **Area A**. Immediate benefits to the long-term fiscal health of the Airport Authority include increased fuel flowage revenue on more frequently utilized and larger business aircraft, increased rental income, and an increase customer base to support additional high-value aeronautical service providers at the Airport.

4. For the purposes of this Resolution and policy, an "owner of corporate aviation aircraft" means a business entity (or group of entities related through common ownership and control) that uses an owned aircraft for purposes distinct from the business entity's primary business activity.

5. As to the Airport Authority's resources that it may make available for East Area development, **Area A** will continue to receive the first priority, including resources for engineering design and planning for the re-location of Hawkeye View Lane, East Area infrastructure improvements, and the use of available wet-land mitigation credits.

6. With the Airport Authority's recently completed land purchase on the East Area, the Interim Executive Director is tasked with commissioning an updated and more detailed conceptual site plan for **Area A** which depicts the arrangement of the maximum number of corporate hangar facilities that could be built within **Area A** and which estimates the total square footage of available corporate hangar space that could be developed in **Area A**.

7. The acting Executive Director is authorized to receive, on a first come, first served basis, qualified statements of interest to develop corporate hangar facilities from owners of corporate aviation aircraft. and to evaluate the proposals utilizing the procedures established by the Airport Authority's published Lease Policy and Procedures Manual.

8. No single business entity (or a group of entities related by common ownership and control,) may commit to develop more than 15% (fifteen percent) of the total square footage of hangar space estimated to be available for development in **Area A**.

Area B

9. The intended use of **Area B** is for the future development of a full-service FBO facility with fuel sales. A well-publicized and competitive bidding process will be utilized for either the development or the operation (or both development and operation) of an FBO facility in **Area B**.

10. Empirical evidence and the recent experience of the Airport Authority suggests that market conditions may not presently exist to sustain a second FBO franchisee until additional corporate aviation aircraft are based at the Airport. For this reason, and to the extent that limited development resources must be allocated, **Area A** will continue to receive the first priority for East Area development resources, including resources for engineering design and planning for the re-location of Hawkeye View Lane, East Area infrastructure improvements, and the use of available wet-land mitigation credits. Notwithstanding this conclusion, it is recognized that certain infrastructure improvements may be more efficiently developed simultaneously for the entire East Area development plan and not limited to **Area A**.

Area C

11. Under the current East Area development plan, **Area C** is reserved for the development of either a single, contiguous, industrial scale MRO facility or a constellation of smaller MRO facilities.

12. The specific highest and best use of **Area C** is likely to evolve as **Area A** and **Area B** develop. Access to **Area C** will require the modification of the adjacent leasehold (the Northrup Grumman North 40 parcel) and will require the expenditure of a substantial amount of wetland mitigation credits. For these reasons, and absent the emergence of an immediate need for a single, contiguous, industrial scale MRO facility, **Area C** will be developed sequentially after **Area A** and **Area B**.

Modifications and Approval

13. For good cause shown, the acting Executive Director may propose a modification or exception to this East Side Development Plan.

14. The development activities contemplated by this East Side Development Plan are subject to review and approval by the FAA and other regulatory agencies and may be modified in response to that review.

15. Chairperson, Reba Ludlow, and Secretary/Treasurer, Dennis Clarke, are authorized to witness and execute this Resolution on behalf of the St. Johns County Airport Authority.

WITNESSETH: Adopted the 18th day of November, 2024 in Regular Session by the St. Johns County Airport Authority.

WITNESS:

_____

Reba Ludlow, Board Chair

_____

Dennis M. Clarke, Secretary/Treasurer

Attachment “1”

East Area Development Plan / Policy

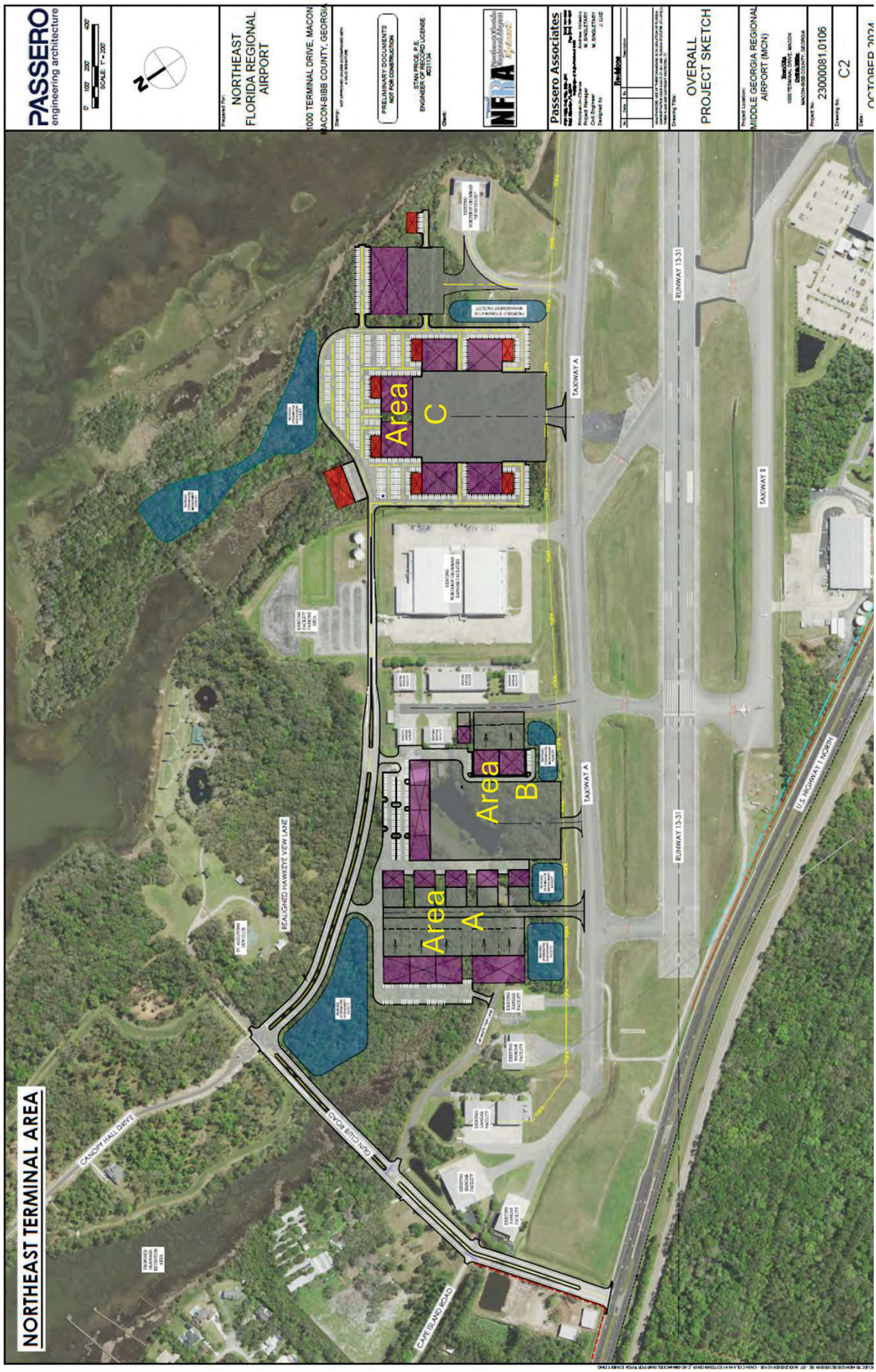


EXHIBIT A - SCOPE OF WORK
HAWKEYE VIEW LANE RELOCATION AND SOUTH GA UTILITIES
Northeast Florida Regional Airport (SGJ)
Design, Bidding, and Construction Administration Services

Project Background

The St. Johns County Airport Authority (Authority) operates Northeast Florida Regional Airport (SGJ) located in St. Augustine, Florida. The Airport's approved Master Plan includes the relocation of Hawkeye View Lane located on the northeast side of the Airport. The purpose of relocating Hawkeye View Lane is to open additional Airport property for General Aviation development as shown on the attached exhibits prepared by Passero Associates (Passero). The Authority has requested that Michael Baker provide design, permitting, bid phase and construction phase services for the utility improvements related to relocation of Hawkeye View Lane and the South GA area adjacent to US 1. The project is being funded with a state of Florida Job Growth Grant. The total funding available for the utilities portion of the project including design, permitting and inspection services is $4,892,795.00.

Under a separate contract with the Authority, Passero will be providing design, bidding and construction administration services related to the relocation of the Hawkeye View Lane roadway and stormwater management system and the Casa Cola Way Roadway Improvements including the proposed water main. Michael Baker will coordinate the design of the Hawkeye View Lane utility improvements with Passero. The City of St. Augustine Utilities Department (CoSA) is the water and sewer provider for the airport. It is assumed that the roadway and stormwater project designed by Passero will be constructed concurrent with the utilities project under the same construction contract.

This scope of work is to provide design, bidding, and construction administration services for the above projects which will include.

1. Demolishing and abandoning existing utilities within the existing Hawkeye View Lane Roadway to be abandoned to accommodate future aviation development. Adjacent or relocation of existing services to the existing hangars on the portion of Hawkeye View Lane to remain will be included.
2. Design and permitting of the proposed potable water main and sanitary force main facilities as shown on the attached exhibits C4 & C5. The location of the potable water mains, sanitary force main and lift stations may be adjusted during the conceptual design phase. The proposed connections to the CoSA utilities located within the US 1 Right-of-Way are included in the scope. Detailed design of the sanitary sewer main and laterals to serve future development is not included at this time. Provisions will be made to accommodate the sewer main with stub outs in the proposed lift station wet wells as part of the design.
3. Design and permitting of the proposed potable water connection to the CoSA water main located within the US 1 Right-of-Way in the vicinity of the South GA Area as shown on exhibit C7.
4. Miscellaneous support, including development cost estimate, construction schedules, etc.

MICHAEL BAKER will coordinate with utility owners to estimate costs and provide lump sum allowances in the bid schedules covering the costs to relocate or remove electrical and communication utilities. Demolition of electrical and communication utilities will be by the respective utility owners. Stormwater, potable water, and sanitary demolition are assumed to be performed directly by a Contractor procured by the Authority.

If required, the removal of all existing electrical and communication infrastructure will be performed by the respective utility owners and not by the contractor. Therefore, this work will by shown "By Others" on the construction plans and will not be a part of the construction contract.

The Authority will lead meetings with the CoSA and Michael Baker to explain the utility strategy shown in the exhibits. The City may require a capacity analysis for each impacted water distribution and force main system. This scope includes performing capacity analyses of any existing potable water and sanitary sewer infrastructure expected to be impacted by this project to confirm no adverse impacts to nearby tenants.

Scope Description and Organization

MICHAEL BAKER will perform civil site and utility engineering, design, bidding, and construction administration services, part-time construction observation services, and the management of those services to construct the project.

It is assumed that Passero will be responsible for permitting the project through the Saint Johns River Water Management District (SJRWMD). Coordination and permitting will be required with the CosA and utility owners for utility demolition. It is assumed that a Right of Way Permit from the St Johns County and FDOT will be required.

This scope of work has been divided into the following parts, listed in chronological order. Project Management spans across all phases of the project.

- Part 1 – Project Management
- Part 2 – Field Investigations
- Part 3 – Conceptual Design
- Part 4 – 60% Design
- Part 5 – 90% Design
- Part 6 – Final Design
- Part 7 – Miscellaneous Support
- Part 8 – Bidding Support
- Part 9 – Construction Administration

Team Organization

MICHAEL BAKER team members being used for this project and their general roles are:

Firm	Responsibilities	D/W/MBE
Michael Baker International	Project Management, Engineering and Design, Permitting, Bidding Support, Construction Administration, Construction Observation	
Southeastern Surveying and Mapping	Survey and SUE	
Cal-Tech Testing, Inc	Geotechnical Engineering	DBE

Plan Sheets

The fee proposal is based on the following estimated plan sheets. It is assumed a single set of construction plans with a base bid schedule with up to three (3) additive bid schedules will be prepared in order to maximize the use of grant funding.

Plan Sheet	# of Sheets	60%	90%	Bid
Cover Sheet & Drawing Index	1	•	•	•
General Notes	1	•	•	•
Project Layout, Access, and Staging Plans	4	•	•	•
Construction Phasing Plans	5	•	•	•
Maintenance of Traffic Plans	3	•	•	•
Utility Demolition Plans (1)	6	•	•	•
Utility Demolition Details	3	•	•	•
Utility Plans + Profile Sheets	20	•	•	•
Utility Details	4	•	•	•
Lift Station Plans	3	•	•	•
Lift Station Details	3	•	•	•
		•	•	•
		•	•	•
Total Sheets	52			

(1)Includes erosion control.

Part 1 – Project Management

1.1 Project Management

This task includes the internal management of the contract including accounting, cost tracking, billing, filing, and record keeping. MICHAEL BAKER will maintain the Project Management and Quality Management Plans for the project. During this phase, MICHAEL BAKER will assign tasks to appropriate team members and confirm internal quality control procedures are being followed. MICHAEL BAKER will monitor and control budget and schedule. MICHAEL BAKER will prepare, submit, and track invoices to the Authority. This task also includes processing subconsultant invoices and coordinating subconsultant activities.

MICHAEL BAKER will maintain communications and coordination with the Authority, including 1-hour virtual meetings between MICHAEL BAKER'S Project Manager and the Authority biweekly during the design phase (20 meetings). All coordination with Stakeholders shall be directed through, or copied to, the Authority. This task will include coordinating schedule and site activities and deliverables with the overall project schedule.

Deliverables: Invoices with Progress Reports (pdf format), meeting notes (email format)

Part 2 – Field Investigations

2.1 Topographic Survey and Subsurface Utility Engineering (SUE)

Passero has provided the topographic survey information that has been completed to date within the project limits. Additional topographic survey will be performed upon selection of the final route for the potable water main and sanitary force main to capture all existing aboveground features including edge of pavement, power poles, fencing, extents of drainage swales, and culverts within the respective corridors. This information will be used to coordinate proposed utility adjustments.

Quality Level B SUE: Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g., pipe/cable locators) and vacuum excavation if needed, a subconsultant will identify utilities and their horizontal positions within the proposed utility corridors.

The results will be marked on the ground surface using paint and showing the approximate position of the identified utilities, surveyed and included in the topographic survey file.

Quality Level A SUE: A subconsultant will attempt to expose utilities via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration) and provide an accurate location at up to fifteen (15) locations or two field crew days. These locations shall be within the corridor of the proposed utilities. The results will be marked on the ground surface using paint and showing the approximate position of the identified utilities, surveyed and included in the topographic survey file.

Deliverables: Survey digital CAD file (dwg format), SUE Report (PDF format)

2.2 Engineer's Field Visit

Two personnel from MICHAEL BAKER will visit the site to review existing conditions before design to verify that the existing conditions have been captured in the prepared base file and to identify utilities to remain or to be removed, clearing required for utility demolition, and obstacles associated with the utility improvements.

Deliverables: Site visit report with photographic documentation (email or PDF format)

Part 3 – Conceptual Design

3.1 Survey Integration / Base Mapping

MICHAEL BAKER will use the latest airport-wide base file and/or ALP from the Authority in AutoCAD DWG, as well as available utility database information, and integrate the pre-design SUE information collected to create a single, complete existing conditions AutoCAD file. This file will be used as the basis of design. MICHAEL BAKER will perform an internal Quality Control review of the final compiled base file.

Deliverables: Updated airport-wide base map (DWG format), upon request

3.2 Conceptual Design

MICHAEL BAKER will prepare up to four (4) color exhibits with aerial background to establish the final design direction for the Hawkeye View Lane Relocation and the South GA area. The exhibits will be used as the basis for the budgetary construction cost estimates. As part of the conceptual design, MICHAEL BAKER will perform hydraulic modeling of the proposed potable water main and sanitary force main systems to validate the pipe sizes and routing shown in the exhibits.

The exhibits will show existing utilities found on the Authority utility map and each utility owner's GIS site as well as the locations found in the SUE Level B investigation. The Contractor will be required to soft dig to establish utility locations before removal. All utilities proposed to be removed will be shown on the exhibit and listed in table format. Each utility will be labeled as "active", "inactive", or "unknown" and color coded by utility type. Utilities to be removed by Contractor vs. utility owner will also be differentiated. The Authority will review the exhibits and associated cost estimates and make the final decision on which existing utilities will be removed prior to MICHAEL BAKER beginning the 60% design phase.

Deliverables: 11x17 Exhibits (PDF format)

3.3 Budgetary Cost Estimates

MICHAEL BAKER will provide a subconsultant to prepare up to four (4) separate budgetary construction cost estimates for the work depicted in each of the four (4) conceptual exhibits prepared in **Task 3.2**. MICHAEL BAKER will review the estimates for conformance with the conceptual exhibits. The estimates will include a preliminary list of pay items, estimated quantities, and estimated unit prices for each pay item. The Authority should provide a contingency budget to be included in each estimate for unforeseen work. MICHAEL BAKER will coordinate with utility owners to estimate cost and provide lump sum allowances in the bid schedule covering the costs to relocate or remove electrical and communication utilities. The cost estimate will be coordinated with Passero.

Deliverables: Budgetary Cost Estimates (electronic PDF format)

3.4 Development of Preliminary Schedules

MICHAEL BAKER will prepare a preliminary project schedule related to the utility improvements including major milestones for design, bidding, and construction phases as described in the **Project Background**. The overall project schedules will be coordinated with Passero.

Deliverables: Project Schedules Prepared in Microsoft Project (electronic PDF format)

3.5 Quality Control (Concepts)

MICHAEL BAKER will perform quality control reviews of the Conceptual Deliverables prepared in **Tasks 3.2 and 3.3**. The reviews will follow the project specific quality management plan (PSQMP). The quality control review, comments and supporting documentation will be completed and verified.

Deliverables: Quality Control Documentation (PDF format)

3.6 Design Review Meeting (Concepts)

Following the Authority's review of the Conceptual Design submittal, MICHAEL BAKER will prepare the required materials and facilitate a meeting with the Authority and Passero to present and review the concept documents.

Deliverables: Meeting agenda and minutes (PDF format)

3.7 City of Saint Augustine Utilities Pre-Application Meeting and Coordination

MICHAEL BAKER will attend a virtual pre-application meeting with the CoSA Utilities Department regarding permitting for the proposed utility demolition and the proposed utility improvements. The Authority will lead the meeting. MICHAEL BAKER will provide continuous support and coordination with the CoSA throughout the design phase.

Deliverables: Notes from the pre-application meeting (email or PDF format)

Part 4 – 60% Design

4.1 Drawings

MICHAEL BAKER will prepare 60% Plans, advancing the design and incorporating comments on the conceptual exhibits. The plan sheets expected for this deliverable are listed in the table above.

Deliverables: 11x17 Plans (PDF format)

4.2 Technical Specifications

MICHAEL BAKER will prepare a full set of technical specifications based on comments received on the conceptual technical specifications list and covering the design elements shown in the 60% plans.

Deliverables: Technical Specifications List (PDF format)

4.3 Cost Estimate

MICHAEL BAKER will update the list of pay items, calculate quantities for each pay item, and estimate unit prices for each pay item. MICHAEL BAKER will review the estimate for conformance with the design plans. MICHAEL BAKER will coordinate with utility owners to estimate cost and provide lump sum allowances in the bid schedules covering the costs to relocate or remove electrical and communication utilities. The cost estimate will reflect work represented by the 60% plans. The cost estimate will be coordinated with Passero.

Deliverables: Cost Estimates (PDF format)

4.4 Design Report

MICHAEL BAKER will prepare the initial design narrative at 60% Design. The report will briefly describe design standards, methods, and rationale. The design report will include a 60% Construction Safety and Phasing Plan (CSPP) for Authority review. The CSPP will focus on only the project elements located within the Air Operations Area (AOA) or that otherwise encroach upon an airspace protection area.

Deliverables: Design Report (PDF format)

4.5 Quality Control (60%)

MICHAEL BAKER will perform quality control reviews of the 60% Design Deliverables, including plan sheets, technical specifications, design report, and cost estimate. The reviews will follow the project specific quality management plan (PSQMP). The quality control review, comments, checklists and supporting documentation will be completed and verified.

Deliverables: Quality Control Checklists and QC Documentation (PDF format)

4.6 Engineers' Site Visit – 60% Plan Verification

Two personnel from MICHAEL BAKER will visit the site in coordination with the 60% plans and verify the changes or modifications to the existing conditions are properly accounted for in the design documents.

Deliverables: Site visit report with photographic documentation (PDF format)

4.7 Design Review Meeting (60%)

Following the Authority's review of the 60% Design submittal, MICHAEL BAKER will prepare the required materials and facilitate a meeting with the Authority to present and review the 60% documents.

Deliverables: Meeting agenda and minutes (PDF format)

4.8 Permitting

MICHAEL BAKER will prepare a City Utility permit for review and approval for the utility work shown in in plans. MICHAEL BAKER will prepare a Right of Way permit for submittal to St. Johns County and FDOT.

Deliverables: CoSA Utility Permit (PDF format), St Johns County and FDOT Right of Way Permit (PDF format)

Part 5 – 90% Design

4.1 Drawings

MICHAEL BAKER will prepare 90% Plans, advancing the design and incorporating comments on the 60% Plans. The plan sheets expected for this deliverable are listed in the table above.

Deliverables: 11x17 Plans (PDF format)

4.2 Technical Specifications

MICHAEL BAKER will advance the technical specifications to 90% completion based on comments received on the 60% technical specifications and covering the design elements shown in the 90% plans.

Deliverables: Technical Specifications List (PDF format)

4.3 Cost Estimate

MICHAEL BAKER will update the list of pay items, calculate quantities for each pay item, and estimate unit prices for each pay item. MICHAEL BAKER will review the estimate for conformance with the design plans. The cost estimate will follow MICHAEL BAKER's standard cost estimating format and will reflect work represented by the 90% plans. The cost estimate will be coordinated with Passero.

Deliverables: Cost Estimates for each Phase (PDF format)

4.4 Design Report

MICHAEL BAKER will update the design narrative based on comments received on the 60% design narrative and covering any added design elements shown in the 90% plans.

Deliverables: Design Report (PDF format)

4.5 Quality Control (90%)

Garver will perform quality control reviews of the 90% Design Deliverables, including plan sheets, technical specifications, design report, and cost estimate.

Deliverables: Quality Control Checklists and QC Documentation (PDF format)

4.6 Engineers' Site Visit – 90% Plan Verification

Two personnel from MICHAEL BAKER will visit the site in coordination with the 90% plans and verify the changes or modifications to the existing conditions are properly accounted for in the design documents.

Deliverables: Site visit report with photographic documentation (PDF format)

4.7 Design Review Meeting (90%)

Following the Authority's review of the 90% Design submittal, MICHAEL BAKER will prepare the required materials and facilitate a meeting with the Authority to present and review the 90% documents.

Deliverables: Meeting agenda and minutes (PDF format)

Part 6 –Final Design

6.1 Bid Documents

The Bid Documents will be prepared by incorporating reviewer feedback on the 90% plans, advancing the design. The Bid Documents include the plan sheets listed in the table above, and technical specifications. MICHAEL BAKER will prepare the final cost estimate and will ensure Authority comments are incorporated. MICHAEL BAKER will review a copy of the front-end bidding and contracting documents provided by Passero and provide redline comments.

Deliverables: Bid Documents (PDF format)

6.2 Final Design Report (100%)

MICHAEL BAKER will finalize the design narrative based on comments from the Authority and to reflect the bid documents. The design report will include a Final CSPP (as an Appendix) for submittal to the FAA through the OE/AAA website.

Deliverables: Final Design Report including CSPP (PDF format)

6.3 Quality Control (100%)

MICHAEL BAKER will perform quality control reviews of the bid documents, including plan sheets, technical specifications, design report, and cost estimate. The quality control review, comments and supporting documentation shall be completed and verified.

Deliverables: Quality Control Documentation (PDF format)

Part 7 – Miscellaneous Support

7.1 Miscellaneous Support

If requested by the Authority, MICHAEL BAKER will provide miscellaneous services including development of additional concept layouts for future development, cost estimates, schedules, Job Growth grant support, etc.

Deliverables: Conceptual exhibits, cost estimates, schedules, etc. as applicable (PDF format)

Part 8 – Bidding Support

8.1 Prebid Meeting and Bid Opening

MICHAEL BAKER will prepare and present technical slides for the pre-bid meeting facilitated by Passero. All questions will be submitted to Passero and distributed to MICHAEL BAKER. MICHAEL

BAKER will answer questions related to our scope of work. MICHAEL BAKER's Project Manager will attend the bid opening in person. The bid opening will not require an agenda or minutes.

Deliverables: Pre-Bid Slides (PowerPoint format)

8.2 Document Changes During Bidding

MICHAEL BAKER will update / revise the bid documents (create addenda documents) based on questions and comments received during the bidding phase or other updates found to be needed after the bid documents are issued. Manhour estimate is based on 3 document changes during bidding.

Deliverables: Revised Documents (PDF format), if needed

8.3 Requests for Information

MICHAEL BAKER will respond to technical, schedule and construction phasing related questions during the bidding period. Manhour estimate is based on 10 questions at 2 hours per response for requests for information.

Deliverables: RFI Responses (email responses)

8.4 Evaluation of Bids and Award Recommendation

MICHAEL BAKER will review the utility portion of the lowest three bids for responsiveness and completeness and tabulate the utility bid items. MICHAEL BAKER will tabulate and check all bids for mathematical correctness. MICHAEL BAKER will assist Passero with the award recommendation letter and deliver to the Authority with the bid tabulation.

Deliverables: Bid Tabulation, Award Recommendation Letter (PDF format)

8.5 Conformed Documents (Includes Quality Control)

MICHAEL BAKER will prepare and distribute conformed documents for construction which will include all addenda changes during the bidding period. MICHAEL BAKER will perform an internal Quality Control review of the Conformed Documents.

Deliverables: Conformed plans and specifications (pdf format)

Part 9 – Construction Administration

9.1 Pre-Construction Meeting

Two people from MICHAEL BAKER will attend the Pre-Construction meeting in-person. The Authority will run the meeting. MICHAEL BAKER will assist with the preparation of the agenda and minutes.

Deliverables: Email notes to support agenda and minutes

9.2 Engineers' Site Visits

MICHAEL BAKER will visit the site during construction to view the progress of the various aspects of the Contractor's work. Based on such observations, MICHAEL BAKER will evaluate if work is proceeding in accordance with the Contract Documents. MICHAEL BAKER shall keep the Authority informed of the progress of the work. For estimating purposes, a total of 40 construction site visits are included for the project.

Deliverables: Site visit reports with photographs (PDF format)

9.3 Construction Progress Meetings

MICHAEL BAKER will attend the weekly construction progress meetings in person. (Authority, Engineer, Contractor) to facilitate timely and adequate coordination with the Authority and Contractor. Authority will prepare the agenda and minutes. It is assumed that there will be attendance of up to 36 construction progress meetings or a total of 9 months of construction to achieve substantial completion.

Deliverables: Prepare meeting agendas and minutes (email)

9.4 Technical Submittals

MICHAEL BAKER will review all technical submittals required to by the contract documents submitted by the Contractor related to our scope of work and provide a review action for each. The manhour estimates are based on reviewing thirty (25) submittals (2 reviews per submittal).

Deliverables: Submittal review action cover sheet and redline comments (PDF format)

9.5 Requests for Information (RFIs)

MICHAEL BAKER will provide responses to RFIs and other technical clarifications to the documents, received through the RPR, as required during construction. The manhour estimate is based on responding to 30 RFIs.

Deliverables: RFI responses, transmitted by email (pdf or email format)

9.6 Document Updates During Construction (Includes Quality Control)

MICHAEL BAKER will prepare revisions to drawings and technical specifications as required during construction and log these revisions on the drawing index sheet. Changes will be based on field changes or unforeseen conditions. These document revisions will be issued in the form of an Engineer's Supplemental Instruction (ESI). The manhour estimates are based on performing ten (10) document updates during construction.

Deliverables: Document Revisions – plans and/or specifications (PDF format)

9.7 Substantial Completion, Punch List, and Final Completion

MICHAEL BAKER will attend the substantial completion walk through and develop the substantial completion punch list of items observed to be incomplete or non-compliant with the contract documents. MICHAEL BAKER will provide the punch list to the Authority for distribution. MICHAEL BAKER will return to the site for a final completion walk through to confirm all punch list items have been completed and prepare a letter acknowledging project completion.

Deliverables: Substantial completion punch list, substantial completion certificate, final completion letter (PDF format)

9.8 Record Drawings (Includes Quality Control)

A signed and sealed as-built survey and construction redline drawings will be provided to MICHAEL BAKER's office staff by the Contractor's surveyor. MICHAEL BAKER will prepare record drawings for the project based on the information provided and any changes that MICHAEL BAKER documented during construction as part of **Task 9.6.** MICHAEL BAKER will perform an internal Quality Control review of the Record Drawings.

Deliverables: Record drawings (AutoCAD DWG & PDF format)

Design Criteria, Design Methodology, and Specifications

MICHAEL BAKER will prepare the design drawings and specifications in accordance with the following technical design criteria and methodology:

- Authority Design Criteria, Design Methodology, and Specifications
- City of St. Augustine Utilities Department technical requirements
- City of St. Augustine Utilities Department Standard Details
- Florida Department of Environmental Protection Requirements and Standards
- Construction Specifications Institute (CSI) Master Format
- FAA Advisory Circular 150/5370-10H, "Standard Specifications for Construction of Airports"
- FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports During Construction"
- St Johns County Standards for construction within the Right of Way
- FDOT Standards for construction within the Right of Way.

Schedule

The manhour fee estimate is based on the following milestone durations and review periods.

Task	Durations (Weeks)	Time to Completion from NTP (Weeks)
Design Notice to Proceed		
Part 2 – Field Investigations		
Survey and SUE	5	5
Survey and SUE Deliverables	5	10
Part 3 – Conceptual Design		
Submission of Deliverables	6	11
Authority Review	1	12
Part 4 – 60% Design		
Submission of Deliverables	6	18
Authority Review	2	20
Part 5 – 90% Design		
Submission of Deliverables	6	26
Authority Review	1	27
Part 6 – Final Design		
Submission of Deliverables	4	31
Part 7 – Miscellaneous Support		
Submission of Deliverables	24	29
Part 8 – Bidding		
Bid Period	5	36
Part 9 – Construction Administration		
Notice-to-Proceed	-	TBD
Substantial Completion	36	TBD
Contract Closeout	5	TBD

Compensation

Compensation will be Lump Sum except as noted as a Not-To-Exceed Amount as outlined in Exhibit B.

Assumptions and Exclusions

- MICHAEL BAKER will prepare a drawing set, technical specification package, cost estimate, design report, and bid schedule.
- MICHAEL BAKER will not prepare front end / contracting documents. These will be prepared by the Passero and review / marked up by the MICHAEL BAKER.
- Fee proposal includes an allowance for the City Utility permitting fees.
- The Authority will provide all available information pertinent to the design and construction of this project.
- The existing known utilities to be reflected on the drawings will only include those shown on utility owner GIS websites, provided by the utility owner's and the Authority utility map, and those found during the Level B SUE investigation.
- The design of electrical, communications, and natural gas utilities is not included in the scope of work.
- It is assumed that all communication owners can be identified that are attached to power poles to be removed and viable contact information can be obtained for each communication utility owner.
- It is assumed that no overhead power will be converted to underground power as part of this project.
- Permitting services are limited to those described in this scope of work. SJRWMD, Environmental permitting and site investigations are not included.
- It is assumed that final Authority / Agency comments will be on the 90% documents and no comments will be made on the final documents to be addressed.
- Fee estimate for construction administration services assumes a maximum of 10 months construction duration to final completion and that construction services will not occur beyond calendar year 2027.
- Authority may negotiate additional services with MICHAEL BAKER for services beyond the scope of work or assumptions of this project for PROJECT related services not specifically identified above.

Hawkeye View Lane Utilities
Northeast Florida Regional Airport (NFRA)
Design, Bidding, and CA Services

Item/Task Description	Sr. Project Manager	Project Manager	Sr. Designer	Civil Engineer	Civil Associate I	Project Coordinator	Total
Raw Rates	$121.88	$88.00	$65.00	$65.00	$40.00	$44.00	
Part 1 - Project Management							
1.1 Project Management (14 months, 3 hrs / week)		84				84	168
Part 1 - Project Management Hours	***0***	***84***	***0***	***0***	***0***	***84***	***168***
Part 1 - Project Management Fee	***$0.00***	***$7,392.00***	***$0.00***	***$0.00***	***$0.00***	***$3,696.00***	***$11,088.00***
Part 2 - Field Investigations							
2.1 Topographic Survey and Subsurface Utility Engineering (SUE)							
2.2 Engineer's Field Visit		8		8			16
Part 2 - Field Investigations Hours	***0***	***8***	***0***	***8***	***0***	***0***	***16***
Part 2 - Field Investigations Fee	***$0.00***	***$704.00***	***$0.00***	***$520.00***	***$0.00***	***$0.00***	***$1,224.00***
Part 3 - Conceptual Design							
3.1 Survey Integration / Base Mapping			24	16			40
3.2 Conceptual Design			24	40	40		104
3.3 Budgetary Cost Estimates		8		24			32
3.4 Development of Preliminary Schedules		16		16			32
3.5 Quality Control	2	4		4			10
3.6 Design Review Meeting (Concepts)		8		8			16
3.7 Hyrdraulic Modeling		8		24	40		72
3.8 City of Saint Augustine Utilities Pre-Application Meeting and Coordination		8		30			38
Part 3 - Conceptual Design Hours	***2***	***52***	***48***	***162***	***80***	***0***	***344***
Part 3 - Conceptual Design Fee	***$243.76***	***$4,576.00***	***$3,120.00***	***$10,530.00***	***$3,200.00***	***$0.00***	***$21,669.76***
Part 4 - 60% Design							
4.1 Drawings		16	100	80	130		326
4.2 Technical Specifications		8		24	8		40
4.3 Cost Estimates		4		24			28
4.4 Design Report		8		16	16		40
4.5 Quality Control	4	8		8			20
4.6 Engineer's Site Visit - 60% Plan Verification		8		8			16
4.7 Design Review Meeting (60%)		6		6			12
4.8 Permitting		8		30	30		68
Part 4 - 60% Design Hours	***4***	***66***	***100***	***196***	***184***	***0***	***550***
Part 4 - 60% Design Fee	***$487.52***	***$5,808.00***	***$6,500.00***	***$12,740.00***	***$7,360.00***	***$0.00***	***$32,895.52***
Part 5 - 90% Design							
5.1 Drawings		8	60	60	100		228
5.2 Technical Specifications		8		16	8		32
5.3 Cost Estimates		8		24			32
5.4 Design Report		8		16	16		40
5.5 Quality Control	4	8		8			20
5.6 Engineer's Site Visit - 90% Plan Verification		8		8			16
5.7 Design Review Meeting (90%)		6		6			12
Part 5 - 90% Design Hours	***4***	***54***	***60***	***138***	***124***	***0***	***380***
Part 5 - 90% Design Fee	***$487.52***	***$4,752.00***	***$3,900.00***	***$8,970.00***	***$4,960.00***	***$0.00***	***$23,069.52***
Part 6 - Final Design							
6.1 Bid Documents		12	40	60	60		172
6.2 Final Design Report (100%)		8		16			24
6.3 Quality Control (100%)	4	8		8			20
Part 6 - Final Design Hours	***4***	***28***	***40***	***84***	***60***	***0***	***216***
Part 6 - Final Design Fee	***$487.52***	***$2,464.00***	***$2,600.00***	***$5,460.00***	***$2,400.00***	***$0.00***	***$13,411.52***

Hawkeye View Lane Utilities
Northeast Florida Regional Airport (NFRA)
Design, Bidding, and CA Services

Item/Task Description	Sr. Project Manager	Project Manager	Sr. Designer	Civil Engineer	Civil Associate I	Project Coordinator	Total
Raw Rates	$121.88	$88.00	$65.00	$65.00	$40.00	$44.00	
Part 7 - Miscellaneous Support							
7.1 Miscellaneous Support		8	24	24	24	8	88
Part 7 - Miscellaneous Support Hours	***488***	***8***	***24***	***24***	***24***	***8***	***88***
Part 7 - Miscellaneous Support Fee	***$0.00***	***$704.00***	***$1,560.00***	***$1,560.00***	***$960.00***	***$352.00***	***$5,136.00***
Part 8 - Bidding Support							
8.1 Prebid Meeting and Bid Opening (Slide Prep & Trip)		10		16			26
8.2 Document Changes During Bidding		4	8	8	8		28
8.3 Requests for Information		4		8	8		20
8.4 Evaluation of Bids and Award Recommendation (Includes QC)		2		12			14
8.5 Conformed Documents (Includes Quality Control)		2	10	10	12		34
Part 8 - Bidding Support Hours	***0***	***22***	***18***	***54***	***28***	***0***	***122***
Part 8 - Bidding Support Fee	***$0.00***	***$1,936.00***	***$1,170.00***	***$3,510.00***	***$1,120.00***	***$0.00***	***$7,736.00***
Part 9 - Construction Administration							
9.1 Preconstruction Meeting		6		6			12
9.2 Engineers' Site Visits (24 Trips, 4 hours per trip, 1 person per trip)				96			96
9.3 Construction Progress Meetings (18 Virtual/18 in Person, Bi-Weekly)		36		90			126
9.4 Technical Submittals (25 Submittals)		8		30	45		83
9.5 Requests for Information (RFIs) (30 RFIs)		6		24	12		42
9.6 Document Updates During Construction		4	20	20	20		64
9.7 Substantial Completion, Punch List, and Final Completion (2 Trips)		12		12			24
9.8 Record Drawings (Includes Quality Control)		2	16	10	16		44
Part 9 - Construction Administration Hours	***0***	***74***	***36***	***288***	***93***	***0***	***491***
Part 9 - Construction Administration Fee	***$0.00***	***$6,512.00***	***$2,340.00***	***$18,720.00***	***$3,720.00***	***$0.00***	***$31,292.00***
Labor Totals (Michael Baker Basic Services)							
Total Estimated Hours:	**502**	**396**	**326**	**954**	**593**	**92**	**2375**
Total Labor Costs (Michael Baker):	***$61,125.26***	***$34,848.00***	***$21,190.00***	***$62,010.00***	***$23,720.00***	***$4,048.00***	***$206,941.26***
							2.85
							$589,782.58
Subconsultants (Basic Services)- Not-to-Exceed							
Subsurface Utility Engineering (SUE) - Southeastern Surveying and Mapping							$ *30,000.00*
Topographic Survey - Southeastern Surveying and Mapping							$ *40,000.00*
Geotechnical Engineering - Cal-Tech Testing, Inc.							$ *15,000.00*
Subconsultants Total (Lump Sum)							**$ *85,000.00***
TOTAL BASIC SERVICES AMOUNT (LUMP SUM)							***$674,782.58***
Direct Reimbursable Expenses							
Mileage (40 Trips, 40 Miles/Trip, $0.70/Mile)							$ *1,120.00*
Travel Meals (40 Meals @ $25 each)							$ *1,000.00*
Printing, Copying, Shipping							$ *200.00*
Permitting Fees							$ *4,000.00*
Total Direct Reimbursable Expenses (Lump Sum)							***$6,320.00***
TOTAL LUMP SUM AMOUNT							***$681,102.58***

Project Funding:

FDOT FM#: 435026-2; 435026-3

Job Growth Grant#: 60143

ROADWAY IMPROVEMENTS

(Hawkeye View Lane Relocation and US1 to Conference Center)

Phase 1: Design / Permitting / Bidding
Phase 2: Construction

NFRA

PASSERO

OVERALL PROJECT MANAGER

Andrew Holesko, CM
CEO, Program Manager

Matthew Singletary, PE
Senior Aviation Civil Engineer

HAWKEYE VIEW LANE (Utilities)

PASSERO

East Terminal Drive (Roadway)
Design / Permitting / NEPA

FDOT FM#: 435026-3

Michael Baker INTERNATIONAL

Utilities
Design / Permitting

Job Growth Grant#: 60143

PASSERO

Construction Phase
Construction Administration
Construction Observation

FDOT FM#: 435026-3
Job Growth Grant#: 60143

US1 to CONFERENCE CENTER (Utilities)

PASSERO

Casa Cola to US1 (Roadway)
Design / Permitting / NEPA

FDOT FM#: 435026-2

Michael Baker INTERNATIONAL

Utilities (US1)
Design / Permitting

Job Growth Grant#: 60143

Construction Phase

Michael Baker INTERNATIONAL

Construction Administration (US1 Utilities)

PASSERO

Construction Observation

FDOT FM#: 435026-2
Job Growth Grant#: 60143

Attachment #5

St. Johns County
Airport Authority

St. Augustine Airport

Hawkeye View Lane Roadway Relocation (East Terminal Drive)

Design, Permitting, Bidding, Grants Administration Assistance, & Program Management

Design & Bid Phase Services
by
Passero Associates, LLC
(PA Project No. 23000081.0114)
(FDOT PTGA FM # 435026-3)

Supplemental Agreement 25-114

This Supplemental Agreement No. 25-114 is made this ____ day of _____, 2025, by and between Passero Associates, LLC. dba Passero ("Consultant" or "Passero") and the St. Augustine-St. Johns County Airport Authority ("Authority") and is hereby incorporated into the Master Consulting Agreement ("Agreement") between the parties dated October 20, 2023. This Supplemental Agreement supplements the Master Consulting Agreement to the extent the terms and conditions herein differ from those found in the Agreement. All Agreement terms and conditions not modified by this Supplemental Agreement shall be applicable to this Supplemental Agreement.

1 SCOPE OF WORK – Basic Services

Passero Associates will provide design and bid phase services to assist the Authority with the Hawkeye View Lane Roadway Relocation project described below in the project description.

A. Project Description

Design and construction of approximately 1,910 linear feet of new roadway (East Terminal Drive) between Gun Club Rd. and the south end of Hawkeye View Lane (adjacent Northrop Grumman Building 40), including roadway lighting and landscaping. This new road will provide vehicular access to future aviation development on the east side of the Airport property. The new roadway is necessary because future development includes demolition of a portion of the existing Hawkeye View Lane roadway in order to provide additional space for aviation facilities.

This project also includes approximately 1,100 linear feet of new roadway to connect the north end of Hawkeye View Lane to the primary new roadway, East Terminal Drive.

Associated work includes coordination with concurrent stormwater and utility improvements and program management for all proposed improvements within the Airport's East Side Development Area.

This project is receiving 80% funding from FDOT PTGA FM #435026-3.

See the attached Project Sketch attached at the end of this Agreement for a general illustration of the project.

B. Preliminary Design – Phase 1 -Topographic Survey & Geotechnical Site Investigation (Previously completed)

C. Preliminary Design - Phase 2

1. Prepare a preliminary roadway layout.
2. Design Kickoff Meeting - meet with the Airport Authority to review the initial concept and discuss project goals.
3. Finalize the roadway layout incorporating Client input.

4. Prepare preliminary demolition, roadway, grading, drainage, pavement striping, signage, street lighting, and landscape design.
5. Identify utilities requiring relocation and prepare associated design as required.
6. Coordinate with electrical (FP&L) and communications (AT&T and Comcast) utility providers.
7. Prepare preliminary construction plans and supplemental documents such as construction phasing and maintenance of traffic plans.
8. Prepare preliminary quantity takeoffs for the bid schedule.
9. Prepare preliminary probable construction costs utilizing the quantity takeoff and bid items previously developed.
10. Attend a design review meeting with the Authority.
11. During this task, the engineering design of the project will progress up to pre-final completion (60%).
12. Permit applications will be submitted at this point.

D. Final Design Phase

1. Complete demolition, roadway, grading, drainage, utility-relocation, striping, signage, street lighting, and landscape design.
2. Prepare final construction plans and supplemental documents such as construction phasing and maintenance of traffic plans.
3. Prepare final quantity takeoffs for the bid schedule.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final contract agreements and technical specifications.
6. Compile 90% design documents and attend a final design review meeting with the Airport Authority.
7. Make final revisions based on Client input from final design review meeting and any outstanding agency review comments.
8. During this task, the engineering design of the project will progress up to final completion (100%).

E. Permitting

1. St. Johns River Water Management District (SJRWMD) *(Included under separate scope of work)*
2. City of St. Augustine Utilities *(Included under separate scope of work)*
3. St. Johns County – Development Review Committee
   - **i.** Prepare and submit Development Review Application.
   - **ii.** Attend DRC meeting.
   - **iii.** Respond to comments as required to obtain a permit (maximum of 3 submittals).

4. FAA Obstruction Evaluation and Airport Airspace Analysis (OE/AAA)
   - i. Review OE/AAA project requirements with FAA program manager.
   - **ii.** Prepare and submit OE/AAA cases through the OE/AAA website.
   - **iii.** Make revision to submitted cases if requested by FAA.

F. Grants Administration

1. Assist in compiling and submitting all necessary grant documents required by the FDOT including:
    i. Assisting the Airport Authority in grant reimbursement requests.
    ii. Uploading documentation to the JPM module of the Florida Aviation Database Joint Automated Capital Improvement Program website.

G. Bidding

1. Consultant will assist the Authority with preparation of the legal advertisement of the project. The bid schedule and bid documents will be posted on the Consultant's website. The Plan Rooms specified in the advertisement will be provided with electronic copies of these documents.
2. Questions from potential bidders will be directed to the Consultant and answered by addendum.
3. Consultant and Authority will schedule and hold a pre-bid conference at least ten (10) days prior to the scheduled bid opening. The meeting's attendance log will be published on the Consultant's website. Minutes of the pre-bid conference, conducted by the Consultant, will be prepared by Consultant and published via Addendum.
4. Consultant will assist the Authority at the bid opening. Consultant will review the bids received for conformance with the contract documents. Consultant will review the contractor's personnel, equipment lists (as applicable), and references to verify the contractor's qualifications and financial responsibility.
5. Consultant will prepare a bid tabulation for the Authority.
6. Consultant shall make a recommendation of award or rejection of bids, as appropriate, to the Authority.
7. Consultant will prepare conformed copies of the construction Contract and Notice of Award form, and coordinate contractor execution of both documents.
8. Please note that this scope of work includes only one bidding cycle. Bidding portions of the project at different times is not included.

H. Program Management (environmental and interrelated projects)

1. There are multiple interrelated projects occurring at the St. Augustine Airport with professional engineering services provided by Passero Associates and Michael Baker International. Passero Associates shall serve as the overall program manager and facilitate coordination amongst the various projects and engineering consultants.
    i. The active projects include the following:
        1. East Side Development Projects
            a. Hawkeye View Lane Roadway Relocation (East Side Roadway Infrastructure Improvements) – by Passero Associates
            b. East Side Development Utility Improvements – by Michael Baker International
        2. FAA environmental NEPA / development program

a. FAA Orlando ADO staff require a comprehensive environmental review of the new/relocated roadway and resulting development (i.e. roadway, utilities, taxiways, hangars, and related development).

I. Construction Administration Phase (Not included in this contract authorization.)

J. Construction Observation Phase (Not included in this contract authorization.)

2 SCOPE OF WORK – Special Services

A. Electrical Engineering

1. Site lighting design and electrical engineering design for airport roadway (see attached proposal by Garver).

B. Landscape Architecture

1. Landscape design for airport roadway (see attached proposal by Marquis, Latimer, & Halback).

3 SCHEDULE

After receiving the Notice-To-Proceed (NTP) from the Authority, the Consultant will immediately be available to work on the project, in accordance with the proposed project, as assigned by the Authority. The projected schedule sequence after receiving NTP is as follows:

- NTP – by September 30, 2025
- 30% Design by December 31, 2025
- 60% Design by February 28, 2026
- 90% Design by April 30,2026
- 100% Design by May 31, 2026
- Bid Opening by July 15, 2026
- Recommendation of Award by July 31, 2026
- Award to Contractor and execution of construction contracts by September 30, 2026.

4 ESTIMATE OF COSTS

Passero will complete the above tasks for a Not-To-Exceed fee of **$425,000.00 (Four hundred twenty-five thousand dollars and zero cents)**, further broke down as follows:

A. Design & Bid Phase Services (Passero - Total)… ……. $ 352,256.00
   a. Preliminary Design……. $ 160,741.00
   b. Final Design…… $ 131,515.00
   c. Permitting…… $ 15,000.00
   d. Bidding…… $ 10,000.00
   e. Grants Administration……. $ 5,000.00
   f. Program Management……. $ 25,000.00
   g. Structural Engineering (Site Lighting Foundations)……... $ 5,000.00
B. Electrical Engineering (Garver)……..... $ 47,404.00
C. Landscape Architecture (Marquis, Latimer, & Halback.)…… $ 25,340.00
D. **TOTAL……...$ 425,000.00**

5 DELIVERABLES

1. St. Johns County Development Review Committee (DRC) Approval/Permit.
2. Construction Plans & Specifications
3. Bid Tabulation
4. Recommendation Letter for Award of Construction Contract

6 MEETINGS AND PRESENTATIONS

1. Design Kickoff meeting
2. Design review meetings
3. St. Johns County DRC meeting
4. Pre-bid meeting & presentation
5. Other meetings as requested by the Authority

7 SPECIAL TERMS AND CONDITIONS

The compensation itemized above may be renegotiated to reflect a change in Project Scope at the request of the Authority or Passero. Additional compensation may be due Passero if rework is necessary or if delays occur which result in additional expense to Passero. Such additional compensation will be negotiated between the Authority and Passero.

8 OTHER

1. The Authority is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport archives. Passero is not responsible for data that is not provided in the course of this Agreement.
2. Any item of work not specifically identified in this Agreement is excluded. Some items that are excluded include:
    a. Environmental services.
    b. Traffic engineering services.
    c. Architectural services.
    d. Structural engineering services.
    e. Aircraft hangar facility design and permitting.
    f. Construction phase services.
    g. Permitting fees and impact fees.

IN WITNESS WHEREOF, Consultant and the Authority have caused this Supplemental Agreement to be executed by their duly authorized representatives as of the date first written above.

FOR:
Passero Associates, LLC

By: _____
Signature

Bradley J. Wente, P.E.
Name (Typed or Printed)

Southeast Services Director
Title

_____
Date

FOR:
St. Augustine - St. Johns County Airport Authority

By: _____
Signature

Courtney K. Pittman
Name (Typed or Printed)

Interim Executive Director
Title

_____
Date

PROJECT SKETCH

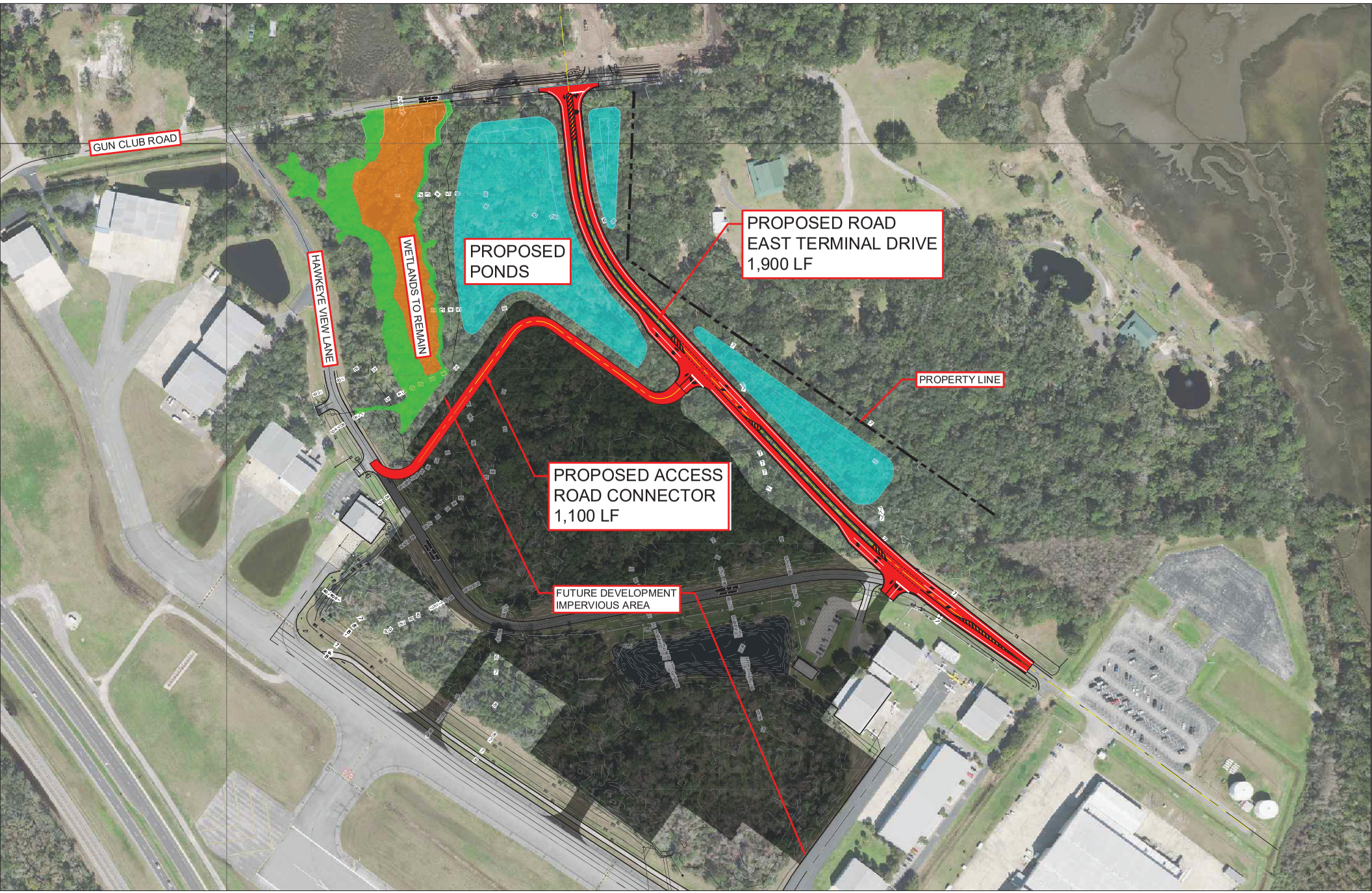
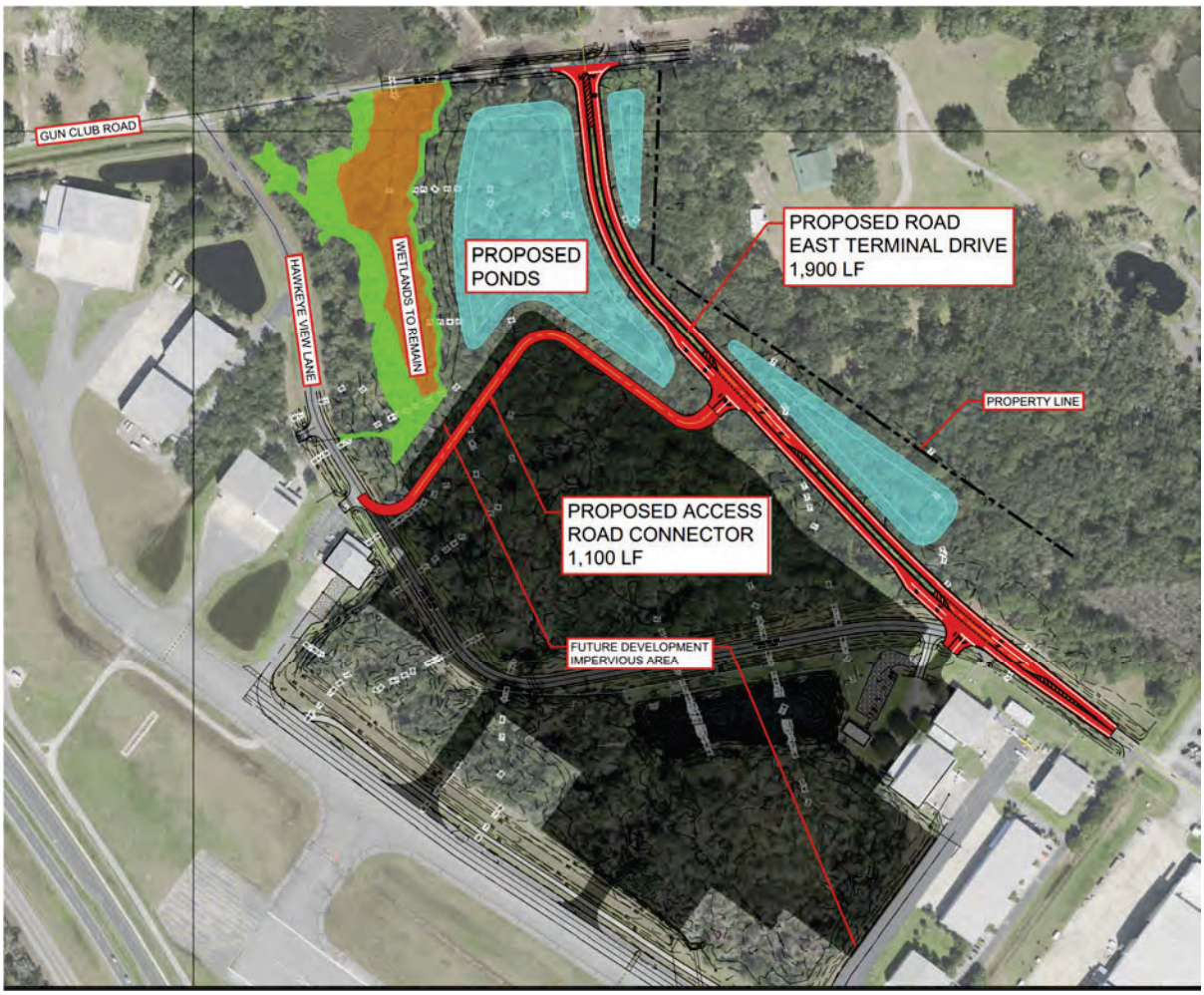


EXHIBIT A
(SCOPE OF SERVICES)

1. GENERAL

Generally, the scope of services includes roadway lighting and power design, and bidding support services for Passero Associates, referred to herein as "Client" for East Terminal Drive ***at Northeast Florida Regional Airport (SGJ), also referred to herein as "Project."*** Northeast Florida Airport will be herein referred to as "Owner."

The basic scope of this project is to construct a new roadway at the St. Augustine Airport. The main proposed road (internally referred to as East Terminal Drive) is the 1,900 LF road connecting to Gun Club Road. Gun Club goes back out to US 1. We are also showing a secondary access road connector, 1,100 LF, between Hawkeye View Lane and the new road. The portion of Hawkeye View Lane that is within the shaded area labeled Future Development Area will eventually be demolished.



2. COORDINATION

Garver will attend up to five (5) technical design coordination meetings, when requested, with the Client and other agencies as required. It is assumed Garver will attend these meetings over Teams. Garver will prepare exhibits for these meetings when appropriate.

3. LIGHTING & POWER DESIGN

Garver will provide design services for all designed roadway that will be included in the project scope. This includes East Terminal Drive and the secondary access road. All roadway surfaces will be continuously lit matching current site conditions, and will be designed to meet all applicable client, IES, and state lighting requirements. The design services include coordination with FP&L for location of new utility transformers that will feed this project and future development at this site.

Lighting will be provided with standard LED roadway light fixtures, matching the existing lighting at the site to maintain visual consistency. High mast lighting, aesthetic lighting, and decorative lighting will not be provided. Additionally, the power and lighting design for three monument signs is included, designed by others.

A site visit will be performed before design starts to verify all site conditions, including all existing electrical and lighting systems, to verify all existing lighting and lighting infrastructure that will be impacted or removed under Garver's scope of work. This site visit will also include an analysis of the new roadway surfaces to check for potential conflicts during design, and meeting with site maintenance staff to determine any additional lighting or infrastructure needs to simplify future maintenance.

During design, Garver will provide a photometric analysis of all proposed lighting for the site, verifying that the lighting layout meets all recommended luminance and illuminance values as required to meet client, IES, and state requirements. This will include continuous lighting design for all new roadways and ramps, and horizontal lighting calculations for all pavement surfaces. These calculations will be detailed in exhibits**. A glare analysis of the vertical impacts of lighting on surrounding structures and businesses is not anticipated for this project and will not be performed**.

Lighting will be fed from a mixture of existing power sources when existing power sources are available, and from dedicated sources when the locations and/or capacity of the existing power sources is not adequate. This will be determined during review of existing record drawings and the initial site visit, and all dedicated power source locations will be coordinated with the client and local utility. Electrical circuits for the proposed lighting will be designed, utilizing voltage drop calculations and one-line diagrams to outline proposed circuitry. Electrical design for any systems, outside of the roadway lighting designed by Garver, including the toll plazas and electronic signage, will not be provided.

Light pole foundations will be designed to meet state standards, but design will also be coordinated with structural to verify foundations are adequate for site soil conditions. Lighting design will also coordinate with structural if there are any requirements for conduit mounted to proposed/existing bridges, to verify lighting does not impact the integrity of the bridge. Additional coordination will be provided with all other disciplines, verifying that the proposed lighting layouts will not conflict with any other site design.

4. SCHEMATIC DESIGN (30% DESIGN)

The Schematic Design phase submittal will include Basis of Design Validation. This Schematic submittal will be for the purpose of coordinating the proposed improvements with the Owner/Client. Garver will incorporate Schematic Design comments from the Owner/Client in the Design Development. Garver will proceed with Design Development after the Schematic Design is approved by the Owner/Client in writing.

- Submittals include Photometrics Sheets and Fixture Selection only.

5. DESIGN DEVELOPMENT (60% DESIGN)

Once Garver receives written approval from Owner/Client on Schematic Design, Garver will begin Design Development. The Design Development phase will represent approximately 60 percent of final construction plansGarver will incorporate comments from the Owner/Client on the Design Development in the Final Design. Garver will proceed with Construction Documents after the Design Development is approved by the Owner/Client in writing.

- Submittals include Light Pole Layout, Photometrics, One-Line diagrams, Utility Locations, Conduit Routing, and Fixture Selection Sheets; Technical Specification TOC.

6. CONSTRUCTION DOCUMENTS (90% DESIGN, IFB, and IFC DOCUMENTS)

Once Garver receives written approval from Owner/Client on Design Development, Garver will begin Construction Documents. During the Construction Documents phase of the Project, Garver will conduct final designs to prepare construction plans, including final construction details, quantities, and technical specifications. Garver will also make a final field observation with Owner/Client, make any needed plan changes as a result of the final field observation prepare the construction documents as required to issue for construction.

7. BIDDING SERVICES

A. Garver will attend the pre-bid conference via Teams.
B. Garver will develop responses to contractors' pre-bid RFIs as requested by Clitent.
C. Garver will attend pre-bid site visit with the prospective bidders.
D. Garver will evaluate the bid prices received against the cost estimate.

8. CONSTRUCTION PHASE SERVICES

Construction services are not included in this scope of services.

9. PROJECT DELIVERABLES

The following will be submitted to the Client, or others as indicated, by Garver:

A. Electronic copy in pdf format of the Schematic Design plans (30%).
B. Electronic copy in pdf format the Design Development plans (60%).
C. Electronic copy in pdf format of the Construction Documents plans (90%) .
D. Electronic copy in pdf format of the Issue for Bid plans.
E. Electronic copy in pdf format of the Issue for Construction plans.
F. Electronic copy in pdf format of the Final Plans and any specifications as required to the Contractor.
G. Electronic copy in pdf format of approved shop drawings/submittals from the Contractor.
H. Electronic copy in pdf format of the As-Built Drawings.

I. Electronic files in AutoCAD format as requested.

10. EXCLUSIONS

The following items are not included under this Agreement but will be considered as extra work:

- Overall general plan sheets including but not limited to title pages, index of sheets, and general notes.
- Submittals or deliverables in addition to those listed herein.
- Structural Design
- Geotechnical investigations and reporting.
- Investigation and reporting of subsurface utility engineering.
- Street lighting or other electrical design outside Garver's limits of design.
- Construction Administration Services
- Services after construction, such as warranty follow-up, operations support.
- Survey services including design/topographic, property, and as-built surveys. Surveying during construction, including but not limited to, field checking quantities and Design-Builder's layout
- Signage and wayfinding design.
- Landscaping and irrigation services.
- All permitting costs and fees.
- Provide part time or full time resident construction observation/inspection services.
- Provide collocated or full-time on-site resident design staff during any phase of design or construction.
- Development of monthly progress reports.

Extra Work will be as directed by the Client in writing for an addition fee as agreed upon by the Client and Garver.

11. SCHEDULE

Garver shall begin work under this Agreement within ten (14) days of a Notice to Proceed and shall endeavor to complete the work on a mutually agreeable schedule. For estimation purposes it is assumed the durations of each submittal will follow the following, even if dates shift due to unforeseen conditions:

- 30% by Dec. 31, 2025
- 60% by Feb. 28, 2026
- 90% by April 30, 2026
- 100% by May 31, 2026
- Bidding in June/July 2026
- Construction Award by Sept. 30, 2026

Exhibit B

Passero Associates
SGJ East Terminal Drive Lighting Design

FEE SUMMARY

Title I Service	Estimated Fees
Project Management	$ 5,250.00
Schematic Design (30% Design)	$ 7,083.00
Design Development (60% Design)	$ 18,116.00
Construction Documents (90% Design, IFB, IFC)	$ 12,035.00
Bidding Services	$ 4,920.00
Total	**$ 47,404.00**

St. Augustine Airport - Roadway Extension

Design Agreement // 8/13/25 version 1

THIS AGREEMENT entered into this ___ day of _____, 2025, by and between:

CLIENT	and	CONSULTANT
Passero and Associates hereinafter referred to as the "Client", whose address is: 4730 Casa Cola Way; Ste 200 St. Augustine, FL 32095 Attn: Matt Singletary		**Marquis Latimer + Halback, Inc. (ML+H)** a professional consulting firm, hereinafter referred to as the "Consultant", whose address is: 34 Cordova Street, Suite A St. Augustine, Florida 32084

1.0 PROJECT LOCATION AND DESCRIPTION

1.1 **PROJECT LOCATION:**

The proposed project is to be located at 4900 U.S. Route 1 St. Augustine, FL 32095. The lot is approximately Approx. 13 acres. Plans shall be in compliance with the jurisdiction (St. Johns County) requirements.

1.2 **PROJECT DESCRIPTION:**

The objective of the assignment is to develop landscape architectural and site improvement plans for the property listed above, to include the following program elements:

A. New access and connector roadways internal to the airport
B. Stormwater ponds and associated clearing and grading.

1.3 The Consultant shall generally be responsible for all Landscape Architectural services, including assistance with site planning, landscape planting design, etc. Service phases may include schematics through construction observation.

1.4 The Consultant Team shall include:

A. Marquis Latimer + Halback, Inc. - landscape architecture
B. Passero - Project Management + Civil Engineering
C. Hines Inc. - Irrigation

1.5 The proposed improvements will be developed using existing, readily available data, as-built surveys, aerials, new surveys, field measurements, geotechnical testing and other information provided by the Client.

1.6 The Consultant shall be responsible for all milestones printing of required submittals. The Consultant shall provide the Client with one (1) digital copy and one (1) hard copy of each milestone submittal. Additional printing shall be per item 3.3 "Reimbursable Expenses" below.

1.7 Services not included and deemed an additional service are: surveying, geotechnical, architecture, engineering (civil, mechanical, electrical, plumbing or structural); meetings above and beyond those listed below; other items if applicable; etc.

2.0 SCOPE OF WORK

2.1 MASTER PLAN / SCHEMATIC DESIGN PHASE

2.1. 1 **Kickoff:** The Consultant shall coordinate and conduct **one (1) kick-off meeting** with the Client and Client's team to assess the existing site, review available information, and develop program requirements. Coordinate with other consultants as needed during kickoff.

2.1. 2 **Base Sheet:** Consultant shall develop a base sheet/as-built plans suitable for the Master Plan / Schematic Design Phase. Other sources of information utilized may include aerials and as-built materials easily obtained. A cursory on-site review of the base sheet will be provided to field truth the existing conditions. Other site inventory elements shall include:

A. **Codes:** Applicable local, state and federal guidelines and codes, including those governing properties listed on the National Register of Places, that may affect the development as it relates to the current use, will be reviewed and documented. Prepare a memo for the Client of findings.

2.1. 3 **Framework Plan + Concepts:** The Consultant shall develop a **framework plan and two (2) conceptual diagrams with character images** that illustrate elements such as pedestrian connections, parking, drainage, areas of special features, landscaping, interactive areas, etc. Historic design theme and character will also be studied.

2.1. 4 **Concepts Review:** The Consultant Team shall attend one (1) presentation meeting of the conceptual Master Plan / Schematic Design to the stakeholders noted in item 1.2 for each project.

2.1. 5 **Schematic Design:** Based on the approved conceptual diagram and program, the Consultant shall develop a final Master Plan / Schematic Design presentation document, in text and graphics, comprised of the following elements:

A. **Site Development Plan** showing general pedestrian connections and features, parking, drainage, landscape plantings, site elements and new structures.

2.1. 6 **Presentation:** The Consultant Team shall attend one (1) presentation meeting of the final Master Plan / Schematic Design.

2.3 CONSTRUCTION DOCUMENTS PHASE (60%, 100%)

2.3. 1 **Construction Documents:** Based upon the Client approved design development documents and any further adjustments in the scope of the project or in the project budget, the Consultant shall prepare **construction documents** consisting of **drawings, technical specifications and material selections** that sets forth in detail the requirements for the construction of the project. Milestone submittals shall include 60% and 100% complete documents. The Consultant shall attend and present plans at **two (2) Client / Consultant team meetings**.

2.3. 2 **Signed and Sealed:** All services provided shall comply with all federal and local codes and agencies having jurisdiction over the project. All drawings shall be sealed and signed as required by jurisdictional agencies in order to obtain a Development Order and a building permit.

2.3. 3 **Other Consultant Coordination:** All documents shall include complete integration of other Client consultant elements including civil, structural, and electrical engineering as applicable to the project.

2.3. 4 **Tree Removal/Preservation:** The Consultant shall calculations for permitting of tree removal. Tree removal plans and inventory by Civil.

2.3. 5 **Landscape Planting Design:** The Consultant shall prepare construction documents and specifications including planting plans, lists, details and technical specifications.

2.3. 6 **Landscape Irrigation Design:** The Consultant shall prepare construction documents and specifications for an underground, automatic irrigation system serviced from domestic water. The Consultant shall provide source locations, clock locations and flow and pressure requirements. The Consultant shall be responsible for verifying that all sleeves, including sizes are coordinated properly.

2.4 BIDDING AND NEGOTIATION PHASE (HOURLY)

2.4. 1 The Consultant will provide reproducible copies of all **bid documents** to the Client for printing and

2.4. 2 **Pre-Bid Meeting:** The Consultant shall attend pre-bid meeting and issue addenda and clarifications as

2.4. 3 **Bid Review:** The Consultant will review bids and issue recommendations and comments as required prior to award.

2.4. 4 **Value Engineering Recommendations:** In the event of budget problems, the Consultant will review and

2.5 CONSTRUCTION OBSERVATION PHASE (HOURLY)

2.5 1 **Pre-Construction Meeting:** The Consultant will attend the pre-construction meeting.

2.5 2 **Submittals + Shop Drawings:** The Consultant will review for approval in a timely manner all shop drawings, submittals and samples. All shop drawing review shall be completed within ten (10) days from receipt of shop drawing.

2.5 3 **Change Orders:** The Consultant will prepare change orders and substitutions when directed by the Owner Infrastructure Committee. The Consultant will review and comment on contractor Certificate of Payments.

2.5 4 **Requests for Information (RFIs):** The Consultant shall provide responses in writing to the Owner representative, the contractor or other consultant's questions and/or requests for information (RFI). Responses, which resolve the issue under consideration, shall be completed with reasonable promptness so as to cause no delay. Maximum response time shall be five (5) working days from receipt of request.

2.5 5 **Clarifications:** The Consultant will consult with contractor for clarification of documents.

2.5 6 **Site Visits:** The Consultant will provide on-site inspections of all design elements to ensure quality, proper progress of the work and conformity to the documents and the design intent. The Consultant will also provide substantial and final inspections and prepare a punch list(s) for all items of work within the scope of these design services.

TOTAL NUMBER OF SITE VISITS:	TBD

3.0 SCHEDULE OF FEES, HOURLY RATES, AND REIMBURSABLE EXPENSES

3.1 The Client agrees to pay the Consultant the **lump sum fees** listed below as compensation for services. The Consultant shall make monthly billings. The fees do not include additional reimbursable expenses. The Consultant shall be paid within fifteen (15) days of receipt of a detailed invoice.

A.	2.1 MASTER PLAN / SCHEMATIC DESIGN PHASE		$	7,630.00
B.	2.3 CONSTRUCTION DOCUMENTS PHASE (60%, 100%)			
	0	ML+H (landscape)	$	12,210.00
	2.3.	Hines (irrigation)	$	5,500.00
D.	2.4 BIDDING AND NEGOTIATION PHASE (HOURLY)		$	-
E.	2.5 CONSTRUCTION OBSERVATION PHASE (HOURLY)		$	-
		LUMP SUM TOTAL	**$**	**25,340.00**

3.2 Hourly Rates: The Consultant shall provide **additional or hourly services** at the hourly rates listed below.

A. Marquis Latimer + Halback, Inc.

1.	Senior Principal	$315/hour
2.	Principal	$240/hour
3.	Project Manager	$200/hour
4.	Senior Associate	$185/hour
5.	Associate	$155/hour
6.	Staff / Administration	$80/hour

3.3 Reimbursable Expenses

The Consultant shall provide **one (1) digital file and one (1) hard copy** as the deliverable at each milestone task. All **additional** printing, reproduction, etc. and other out-of-pocket costs shall are in addition to the fees stated above. Additional reimbursable expense, if approved in

A. writing by the Owner, shall be as follows:

1. The Consultant shall be reimbursed for additional printing, approved postage / deliveries, automobile travel outside of St. Johns County at IRS mileage rate for applicable calendar year of invoicing, and other travel expenses, at cost plus ten percent (10%).
2. The Consultant shall be reimbursed for any permit or application fees at cost plus ten percent (10%).

Attachment #6

St. Johns County
Airport Authority



St. Augustine Airport

Environmental Assessment for Hawkeye View Lane Roadway Relocation (Required by FAA)

Environmental Planning Services
by
Passero Associates, LLC
(PA Project No. 23000081.0111)
(FDOT PTGA FM # 435026-3)

Supplemental Agreement 25-111

Supplemental Agreement 25-111

Hawkeye View Lane Roadway Relocation - Environmental Assessment (required by FAA)
Northeast Florida Regional Airport (SGJ), St. Augustine, Florida
Environmental Planning Services

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Supplemental agreement and the Master Consulting Services Agreement with the St. Johns County Airport Authority, dated October 20, 2023, of which all terms and conditions are incorporated herein by reference:

Project Location: Northeast Florida Regional Airport, St. Augustine, Florida.

Project Description: The project consists of an environmental assessment (EA) for the proposed access road and related development on the East Side of the Airport. (See attached Project Sketch in Attachment A: Scope of Work.)

Scope of Basic Services: Environmental Planning Services (See Attachment A: Scope of Work).

Scope of Special Services: Noise Analysis; Topographic/Tree Survey.

Client Project Coordinator: Courtney Pittman, Interim Executive Director

PA Project Officer: Andrew Holesko, CM
PA Program Manager: Brad Wente, P.E.
PA Project Manager: Matt Singletary, P.E.

Basic Services Compensation and Method of Payment:	Not-to-Exceed: $ 199,070.00
Special Services Compensation and Method of Payment: Noise Analysis	Not-to-Exceed: $ 112,500.00
Total Project Cost:	Not-to-Exceed: $ 311,570.00

Schedule: The project is planned for completion, acceptance and "Record of Decision" (ROD) by the FAA in CY 2026, supporting the Authority's intent to construction the new access road and related improvements, once the FAA's ROD is issued.

Meetings: Planning review and progress meetings, as requested and assigned by the Airport Authority.

Deliverables: 1. NEPA Environmental Assessment, complete, including FAA's ROD for the project.

"Consultant"	**"Client"**
Passero Associates, LLC	**St. Johns County Airport Authority**
BY: _____	BY: _____
Bradley J. Wente	Courtney K. Pittman
Typed Name	Typed Name
Title: Vice President / Southeast Services Director	Title: Interim Executive Director
ATTEST:	ATTEST:
BY: _____	BY: _____
_____	_____
Name, Title	Name, Title

Attachment A - Scope of Work
Supplemental Agreement 25-111
Hawkeye View Lane Roadway Relocation - Environmental Assessment (EA)
at Northeast Florida Regional Airport (SGJ), St. Augustine, Florida

I. Project Description

The largest remaining undeveloped section of airport property contiguous to the airfield is located in the northeast portion of the Airport, east of Runway 13-31. This area, also referred to as the "East Corporate" area, has been identified for future development in both the approved Airport Master Plan and the Airport Layout Plan (ALP). Specifically, Sheet 7 of the ALP, titled *Terminal Area Plan – East Corporate Area*, outlines the proposed development in this location. The most recent updates to the Airport Master Plan and ALP were completed between 2018 and 2021. An Alternatives Analysis was completed during the updates to the Airport Master Plan. Aside from the East Corporate Area, no other location within the airport offers sufficient space to support the proposed development in response to specific aviation demand, which is detailed later in this narrative.

The St. Johns County Airport Authority began Capital Improvement Plan programming activity for the East Corporate Area, beginning with land acquisition and roadway infrastructure funding with the Florida Department of Transportation (FDOT) five years ago. In 2024 the Authority purchased 22.74 acres of land adjacent to the East Corporate Area which highlighted the Authority's dedication to advance aeronautical development in this area.

Specific planning, site investigation, and environmental study activities related to the physical development of the East Corporate Area began three years ago. This effort was initiated in response to interest from existing aviation businesses seeking to expand with additional on-airport facilities. Since then, the Airport Authority has received further inquiries from multiple companies interested in establishing new facilities to support corporate aviation, fixed base operator (FBO) services, specialized aeronautical services, as well as aviation manufacturing and maintenance. This growing interest has been documented through written letters of interest (LOIs), business plan proposals, and site planning efforts. To date, a total of five LOIs have been received. Additionally, the corporate hangar waiting list includes 65 individuals and businesses that have expressed interest in future corporate or box hangar facilities.

In response to growing demand, the Airport Authority has developed concept plans - aligned with the approved Airport Layout Plan - to actively pursue development of the northeast section of the Airport. These efforts are intended to meet the evolving needs of the aviation community. The Authority has also adopted and shared a policy to formalize these concepts and prioritize the order of development. The East Corporate Area has been divided into three subareas: (1) Area A is the northernmost area and is reserved for corporate aviation hangar development; (2) Area B is the middle/center area and is reserved for a Fixed Base Operator and/or specialized aviation service facilities; (3) Area C is the southernmost area and is reserved for large-scale aviation manufacturing and maintenance operations. The Airport Authority's development priority order is first Area A (supporting corporate hangars), then Area B (supporting FBO services), then Area C (MRO). Basic infrastructure improvements are needed to support all of the proposed development areas, including a new/realigned roadway (Hawkeye View Lane) on to the land area that was recently purchased, utility systems and stormwater management facilities.

The proposed development is shown on Exhibit 1, attached to this narrative.

Initial private development interest was focused in Area C (the southernmost parcel) which prompted early site investigations and environmental studies to concentrate in that area. More recently the focus has been shifted to Areas A and B. Significant work has already been completed in all three areas. The following tasks have been completed to date:

- Cultural Resources Assessment, Phases I and II, for entire Eastside area - Areas A (North), B (Middle), C (South) and Realigned Hawkeye View Roadway)) (by SEARCH)
- Phase I Environmental Site Assessment (ASTM Standard E 1527-13) for entire Eastside area - Areas A (North), B (Middle), C (South) and Realigned Hawkeye View Roadway) (by Aerostar)
- Wetlands & Wildlife Report for entire Eastside area - Areas A (North), B (Middle), and C (South)) (by ERS)
- Wetland delineation (& wetland mapping by land surveyor) for entire Eastside area (Areas A (North), B (Middle), C (South) and Realigned Hawkeye View Roadway) (by ERS)
- State (SJRWMD) permitting review and approval of wetland lines and UMAM scoring for Area C (South) parcel
- Purchase of 4.89 wetland mitigation credits (by Airport Authority)
- Purchase of 22.74-acre property from Gun Club (by Airport Authority)
- Topographic survey and Geotechnical Soils investigation for Area C (South) (by SESM)
- Geotechnical Soils Investigation for Area C (South) and Realigned Hawkeye View Roadway) (by Jackson Geotechnical)
- It has been confirmed with a floodplain expert (Gemini Engineering) that development and filling within this area will not present a significant regulatory or permitting difficulty. The proposed development is within the 100-year regulatory floodplain.

Preliminary engineering work currently underway is focused on progressing the development ability and interests of Areas A and B.

Work currently underway includes:

- State (SJRWMD) permitting review and approval of wetland lines and UMAM scoring for Areas A (North), B (Middle), and Realigned Hawkeye View Roadway) (by ERS)
- State (SJRWMD) and County permitting review for clearing and rough grading and stormwater management facility design for Areas A (North) and B (Middle) (by Passero)
- USACE wetland permitting for entire Eastside area (Areas A (North), B (Middle), C (South) and Realigned Hawkeye View Roadway) (by ERS)

Grant funding that has already been allocated to this development includes the following:

- FDOT FM No. 435026-1, Realignment of Hawkeye Lane, $5,000,000 at 80%-FDOT / 20%-Local funding share. This funding will be encumbered in two consecutive fiscal years, FY 26 and FY 27, which will occur in summer 2025 and summer 2026.
- FDOT FM No. 438048-1, Land Acquisition of Gun Club Property (22.74 Acres - $2.1M)

Grant funding that will be requested for this development includes the following:

- PFL # (TBD), for Taxiway A-2
  - Design FY 26, Construct FY 27
  - Funding Share 95% FAA / 4% FDOT / 1% Local
- PFL # (TBD), for Taxiway A-3
  - Design FY 28, Construct FY 29
  - Funding Share 95% FAA / 4% FDOT / 1% Local
- PFL # (TBD), for Taxiway A-5
  - Design FY 30, Construct FY 31

- Funding Share 95% FAA / 4% FDOT / 1% Local

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the St Johns County Airport Authority with an Environmental Assessment for the east side development at the Northeast Florida Regional Airport with the National Environmental Policy Act (NEPA) and Federal Aviation Administration (FAA) Orders 1050.1F and 5050.4B. Project services shall be in accordance with applicable FAA standards and guidelines including but are not limited to:

a. FAA Order 1050.1F *Environmental Impacts: Policies and Procedures*;
b. FAA Order 1050.1F *Desk Reference*;
c. FAA Order 5050-4B *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*.
d. U.S.DOT Act Section 4(f) -- 23 CFR Part 774 *Land & Water Conservation Fund Act* - 36CFR Part 59

A. Environmental Assessment

Preparation of a NEPA Environmental Assessment will consider and evaluate categories in compliance with FAA Order 1050.1F, Policies and Procedures for Considering Environmental Impacts, supplemented by FAA Order 5050.4B, The Airport Environmental Handbook, and the FAA Desk Reference. This EA addresses the following elements:

1. Corporate Hangar Development (Area A – 14 Acres) – Ten aircraft storage hangars (120,000 SF), aircraft apron pavement (173,000 SF), and taxiway access pavement (51,000 SF).
2. Fixed base operator and specialized aviation services (Area B – 13 Acres) – FBO, hangar, and aviation business building space (81,000 SF); aircraft apron pavement (190,000 SF); and taxiway access pavement (34,000 SF).
3. Aviation manufacturing and maintenance (Area C – 30 Acres) – Hangar & building space (250,000 SF); aircraft apron pavement (325,000 SF); and taxiway access pavement (65,000 SF).
4. New Roadway Access (Hawkeye View Lane Realignment) (2,500 LF).
5. Potable Water (10,000 LF), Sanitary Sewer (3,000 LF), and Stormwater Management Facility Improvements (11 Acres).

Task 1: Purpose and Need

This task identifies the projects to be assessed and includes preparation of the FAA EA pre-planning tool and related documents.

Purpose and Need for the Proposed Action

The proposed action is necessary to accommodate increasing demand for additional corporate and general aviation hangars, as well as to support new and expanding aeronautical businesses seeking to offer specialized aviation services at the airport. The St. Johns County Airport Authority has received interest from existing aviation businesses looking to develop additional on-airport facilities, along with other companies pursuing new facilities for corporate aviation, fixed base operator (FBO) services, specialty aeronautical services, and aviation manufacturing and maintenance. This interest has been demonstrated through written letters of interest (LOIs), business plan proposals, and site planning efforts. To date, five LOIs have been received. Additionally, the corporate hangar waiting list currently includes 65 individuals and businesses that have expressed interest in future corporate or box hangar facilities.

The largest existing undeveloped section of airport property contiguous to the airfield is located in the northeast portion of the Airport, east of Runway 13-31. This area, known as the “East Corporate” area, has been designated for development in both the approved Airport Master Plan and Airport Layout Plan (ALP). Specifically, Sheet 7 of the

ALP, titled *Terminal Area Plan - East Corporate Area*, outlines the proposed development for this site. The most recent updates to the Airport Master Plan and ALP were completed between 2018 and 2021. Based on identified aviation demand, no other area within the airport offers sufficient space to accommodate the proposed development.

The St. Johns County Airport Authority began Capital Improvement Plan programming activities for land acquisition and roadway infrastructure with Florida Department of Transportation five years ago. Specific planning, site investigation, and environmental assessment activities related to development of the northeast section of Airport property began three years ago.

In 2024, the Airport Authority completed the purchase of a 22.74 acre parcel from the St. Augustine Gun Club - the first step in creating the space needed to realign Hawkeye View Lane. This realignment will, in turn, open Areas A and B for future development opportunities. Additionally, the Airport Authority purchased 4.89 wetland mitigation bank credits to support the clearing and filling of Area A; design and permitting activities for this work are already underway. Funding from the Florida Department of Transportation (FDOT) for the realignment of Hawkeye View Lane is scheduled to be distributed over two fiscal years, beginning in summer 2025. As referenced in the Project Description section above, several other planning and environmental studies have already been completed in support of this initiative.

Task 2: Identification of Alternatives
The alternative section will consider alternatives for the location of the proposed hangar developments. It is anticipated that there will be at least four or more alternatives evaluated, such as:

- Alternative 1: No Action
    - Although this alternative does not meet the purpose and need, it is presented here to comply with the NEPA requirement of having a no build alternative to act as a baseline comparison to the other alternatives. Since this alternative does not require construction (or any action), it produces the least environmental impact.
- Alternative 2: Proposed Action
    - This alternative includes the proposed action, to develop areas A, B and C on the east side of primary runway 13-31.
- Alternative 3: Development in South General Aviation (i.e., South GA) Area of the Airport
    - This alternative will consider the level of aviation demand requested, being accommodated in the South GA area of the airport.
- Alternative 4: Development in Existing FBO / US1 Location
    - This alternative will consider the level of aviation demand requested, being accommodated within the existing FBO / US 1 location.

<u>Evaluation of Alternatives</u>
Each alternative will be assessed based on its ability to meet the project's purpose and need, potential environmental impacts, and feasibility. Alternatives will be evaluated, with each alternative documenting the project elements, evaluate the alternative against the purpose and need, and note which alternatives will be carried forward for further analysis. Alternative plans will be prepared to provide sufficient detail for quantities during correspondence with regulatory agencies. Preliminary development costs will also be prepared.

<u>No Action (No Build Alternative)</u>
This alternative will maintain the existing East Corporate Arae in its existing, undeveloped and undevelopable condition.

Build Alternatives
These alternatives will consider the environmental impacts associated with a level development requested by existing and proposed aeronautical tenants.

Task 3: Affected Environment/Environmental Consequences
This section of the EA report examines each environmental impact category identified in Order 1050.1F using the following format: Regulatory Context, Methodology, Affected Environment, Environmental Consequences and Significance Determination. Any mitigation measures or required permits will be evaluated under the respective impact category, as warranted. The FAA Desk Reference will be used for additional guidance.

- Air Quality
  - According to the Environmental Protection Agency (EPA) database, the project area is designated as an attainment area, indicating compliance with National Ambient Air Quality Standards (NAAQS).
  - It is expected a full Air Quality Analysis will be required to identify air quality impacts as a result of the proposed action. This air quality analysis will be completed by a subconsultant and included as part of this environmental assessment.

- Biological Resources with a Biological Assessment & Section 7 Consultation
  - A wildlife habitat assessment completed by Environmental Resource Solutions (ERS) identified ten of nineteen reviewed species as having habitat present within the project area. While no species were observed, the Gopher Tortoise, Little Blue Heron, Tricolored Heron, Wood Stork, and Roseate Spoonbill have a moderate probability of occurrence. The EA will evaluate potential impacts on protected species with probability of occurrence identified by ERS and Section 7 consultation will likely be required.

- Climate
  - This section will address coastal vulnerability and if GHG emissions are projected to increase at a result of the proposed action. The projection of GHG emissions will be provided by an Air Quality Analysis, which will be completed in conjunction with the Air Quality Section of the EA.

- Coastal Resources
  - According to the FDEP Coastal Management Program, the entire state of Florida is located within a coastal zone, and St. Johns County is classified as a Coastal County. According to FDEP, consistency reviews are conducted if a federal agency activity proposes to physically alter coastal resources, direct future agency actions, proposes rulemaking that alters coastal zone uses, or involves Outer Continental Shelf (OCS) leases. This EA will evaluate potential impacts to coastal resources.

- Department of Transportation: Section 4(f) and 6(f)
  - Desktop review revealed that the closest Section 4(f) resource is located outside of the proposed projects area of disturbance. This resource, Stokes Landing Conservation Area is approximately 2 miles from the proposed project site. No significant impacts to Section 4(f) resources will result from the proposed project.

  - Review of The Land and Water Conservation Fund database revealed no Section 6(f) resources near or within the proposed project site. No significant impacts to Section 6(f) resources will result from the proposed project.

- Farmlands
  - According to the United States Department of Agriculture (USDA) Web Soil Survey, no soils within the proposed project site are classified as prime, unique, or of state or local importance. All soils in the proposed project area are designated as "Not prime farmland." As a result, the proposed action will not have any significant impact on farmland.

- Hazardous Materials, Solid Waste, and Pollution Prevention
  - A Phase 1 Environmental Site Assessment was prepared for the proposed project by Aerostar SES LLC (ASL). This assessment revealed no evidence of recognized environmental conditions associated with the proposed project site. Based on the information reviewed as part of ASLs investigation, no additional assessment is required at this time.

- Historical, Architectural, Archeological and Cultural Resources
  - In May 2023, an archeological consultant SEARCH was retained to complete a Phase I and Phase II Cultural Resource Assessment Survey (CRAS) at the proposed project site. SEARCH identified four cultural resources and determined that further investigation would be required for Airport Midden Site 1 (8SJ03175) and the Casacola Plantation House (8SJ02502) to assess eligibility for the National Register of Historic Places (NRHP).

  - This EA will address potential impacts to these cultural resources and outline measures to avoid, minimize, or mitigate impacts in compliance with Section 106 of the National Historic Preservation Act (NHPA) and the State Historic Preservation Office (SHPO).

- Land Use
  - This section will analyze existing, planned, and future land uses within the study area to assess potential conflicts between the proposed action and local, state, tribal, and federal land use policies. The assessment will also consider zoning regulations, land management plans, and any potential indirect effects on adjacent properties.

- Natural Resources and Energy Supply
  - This impact category will provide an evaluation of a project's consumption of natural resources and use of energy supplies (such as coal for electricity; natural gas for heating and ground vehicles). Consumption of natural resources and use of energy supplies may result from construction, operation, and/or maintenance of the proposed action or alternative(s).
  - Consultation will be completed with local agencies around the study area to understand the energy and resource constraints of the area.

- Noise and Noise-Compatible Land Use
  - The proposed three phase development at the St. Augustine airport is expected to create an increase in jet aircraft operations. A comprehensive noise analysis will be required to identify noise impacts as a result of the proposed action. This noise analysis will be completed by a subconsultant (HMMH) and included as part of this environmental assessment.

- Socioeconomics and Children's Environmental Health and Safety Risks
  - This section will evaluate potential impacts on surrounding communities, including social economics and potential risks to children's health and safety.

- Visual Effects
  - The Visual Effects section of the document will assess the extent to which the proposed action and its alternatives may introduce light emissions that create annoyance or interfere with activities, as

well as how they may contrast with or detract from the existing visual resources and character of the environment.
    - Recognizing the inherent subjectivity of visual effects assessments, this analysis will be structured around two key categories: Light Emission Effects and Visual Resources and Visual Character.

- Water Resources
    - The Water Resources section of the EA will evaluate potential impacts to wetlands, floodplains, coastal high hazard areas, aquifers, surface waters, marine, and river resources. A wetland delineation completed by Environmental Resource Solutions (ERS) identified several potential state- and federally-jurisdictional wetlands within the project area, with mitigation and permitting recommended for any impacts.

    - Desktop review of the project area revealed FEMA-designated flood zones and intersects Coastal High Hazard Areas. While no sole source aquifers or marine sanctuaries are present, the site contains surface waters, including stormwater ditches, ponds, marshes, and other wetlands. This EA will address permitting requirements and mitigation measures needed to minimize impacts to these resources.

- Cumulative Impacts
    - This section will evaluate the potential for the proposed action, in combination with past, present, and reasonably foreseeable future actions, to result in cumulative environmental impacts. The analysis will consider the geographic scope, existing conditions, and the potential for significant impacts across relevant resource categories.

      A Tree location and grade/fill survey of 50-acre area (by SEMS), will be performed to assess and document specific grade and fill permit requirements and associated mitigation planning.

The Consultant will review the draft EA, the noise analysis, and the air quality analysis with the Client, prior to dissemination of the material to the FAA for their review and comment. Comments received from the FAA will be addressed, and the document will be prepared for a public comment period. After the public comment period, public comments will be addressed, and a final EA will be reissued for FAA determination.

III. Special Services

1. Special services associated with this project are as follows:
    a. Environmental Reporting: Comprehensive air quality and noise analysis.
    b. Section 7 Consultation
    c. Comprehensive floodplain
    d. Project specific airport noise analysis, resulting from proposed action (by HMMH)
    e. Tree location and grade/fill survey of 50-acre area (by SEMS), needed to document specific grade and fill permit requirements and mitigation planning.

2. This Phase of the Project does not include any other special services. However, if during the later stages of the design phase of this project, other special services are needed, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and Authority, and approved, in writing, by the Authority.

IV. Meetings, Presentations and Deliverables

1. Passero Associates will prepare for and attend the following meetings:

    ◊ Project (EA) Kick-off Meeting with Airport Authority, FDOT, FAA
    ◊ FAA Coordination meetings (via Teams or in-person) (assume 4)

- ◊ Meetings with Authority (assume 4)

2. Passero Associates will provide the following deliverables to the Authority:

   - ◊ Project Pre-Planning Checklist
   - ◊ Draft and Final Environmental Assessment
   - ◊ Air Quality Analysis
   - ◊ Noise Analysis
   - ◊ Biological Assessment (BA) & USFWS Project Review Package
   - ◊ Floodplain Analysis
   - ◊ Wetland Mitigation Plan
   - ◊ Historical Resources Avoidance Plan
   - ◊ Tree location and grade/fill survey results and mitigation plan

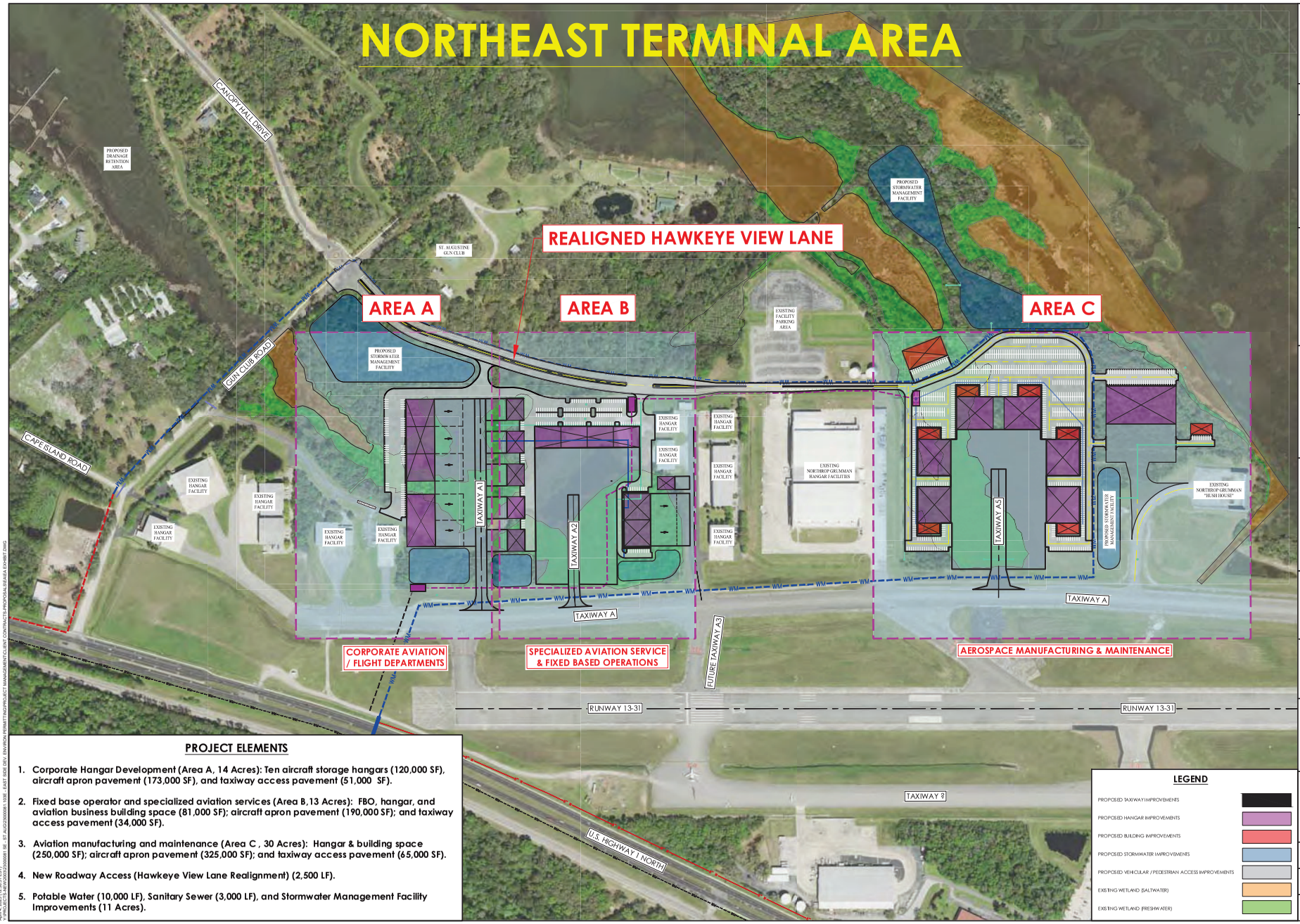
V. Exclusions

The following items are not included in this Supplemental agreement:

- ◊ Construction design / drawings
- ◊ Note: Detailed environmental permitting is assigned through a separate services agreement.
- ◊ Exhibit A Update per SOP 3.0
- ◊ Substantial ALP Update, other than pen and ink revision.
- ◊ Any form of Airport Land Release
- ◊ Any other service not specifically noting within this agreement.

End of Scope of Services

NORTHEAST TERMINAL AREA



PROJECT ELEMENTS

1. Corporate Hangar Development (Area A, 14 Acres): Ten aircraft storage hangars (120,000 SF), aircraft apron pavement (173,000 SF), and taxiway access pavement (51,000 SF).
2. Fixed base operator and specialized aviation services (Area B,13 Acres): FBO, hangar, and aviation business building space (81,000 SF); aircraft apron pavement (190,000 SF); and taxiway access pavement (34,000 SF).
3. Aviation manufacturing and maintenance (Area C , 30 Acres): Hangar & building space (250,000 SF); aircraft apron pavement (325,000 SF); and taxiway access pavement (65,000 SF).
4. New Roadway Access (Hawkeye View Lane Realignment) (2,500 LF).
5. Potable Water (10,000 LF), Sanitary Sewer (3,000 LF), and Stormwater Management Facility Improvements (11 Acres).

LEGEND

- PROPOSED TAXIWAY IMPROVEMENTS
- PROPOSED HANGAR IMPROVEMENTS
- PROPOSED BUILDING IMPROVEMENTS
- PROPOSED STORMWATER IMPROVEMENTS
- PROPOSED VEHICULAR / PEDESTRIAN ACCESS IMPROVEMENTS
- EXISTING WETLAND (SALTWATER)
- EXISTING WETLAND (FRESHWATER)

PASSERO engineering architecture

0' 100' 200' 400'
SCALE: 1" = 200'

Prepared For:
NORTHEAST FLORIDA REGIONAL AIRPORT

CITY OF ST. AUGUSTINE
ST JOHNS COUNTY, FLORIDA

Stamp:
NOT APPROVED UNLESS ACCOMPANIED WITH A VALID SIGNATURE

PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

MATT SINGLETARY, P.E.
ENGINEER OF RECORD LICENSE #XXXX

Client:
NFRA Northeast Florida Regional Airport

Passero Associates
4700 Coon Cats Way, Suite 200 (904) 737-1300
Saint Augustine, FL, 32092 Fax (904) 737-1307
Certificate of Authorization # 0000

Principal-in-Charge	Andrew Holesko
Project Manager	M. SINGLETARY
Civil Engineer	M. SINGLETARY
Designed by	J. LUIZ

Revisions

No.	Date	By	Description

UNAUTHORIZED USE OF THESE DRAWINGS IS IN VIOLATION OF FLORIDA ADMINISTRATIVE CODE 61G15-27.001 AND FLORIDA STATUTES 475.03(3). THESE PLANS ARE COPYRIGHT PROTECTED ©

Drawing Title:
EXHIBIT 1
OVERALL
SITE PLAN

Project Location:
NFRA NORTH / EAST SIDE DEVELOPMENT AND INFRASTRUCTURE
CITY OF ST. AUGUSTINE
ST JOHNS COUNTY, FLORIDA

Project No.
23000081.0103E

Drawing No.
C1

Date:
APRIL 2025

April 4, 2025 (12:39:31 EST)
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Attachment #7

St. Johns County
Airport Authority



St. Augustine Airport

Self-Serve Fuel Farm Replacement (Design, Permitting, Bidding, & Grants Administration Assistance)

Design Phase Services
by
Passero Associates, LLC
(PA Project No. 23000081.0113)

Supplemental Agreement 25-113

Supplemental Agreement 25-113

Self-Serve Fuel Farm Replacement
Northeast Florida Regional Airport, St. Augustine, Florida
Design Phase Services

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Master Consulting Services Agreement with the St. Johns County Airport Authority, dated October 20, 2023, of which all terms and conditions are incorporated herein by reference:

Project Location: St. Augustine Airport, St. Augustine, Florida.

Project Description: The project consists of the replacement of the existing self-serve fuel farm facility. (See Attachment A: Scope of Work.)

Scope of Basic Services: Civil engineering design & permitting services, project management, bidding, and grants administration assistance. (See Schedule A Scope of Work)

Scope of Special Services: Mechanical, structural, electrical, and fuel system design, permitting, and bidding assistance by the Lynch Group. (See attached proposal). Utility survey and concrete imaging study by GeoView (see attached proposal).

Client Project Coordinator: Courtney Pittman, Interim Executive Director

PA Project Officer: Andrew Holesko, CM
PA Program Manager: Brad Wente, P.E.
PA Project Manager: Matt Singletary, P.E

Basic Services Compensation and Method of Payment:	(Civil/Bidding/PM – Passero)	Not-to-Exceed: $ 30,000.00
Special Services Compensation and Method of Payment:	(Fuel System Design – Lynch)	Not-to-Exceed: $ 65,200.00
	(Utility Survey - GeoView)	Not-to-Exceed: $ 2,400.00
Total Project Cost:		**Not-to-Exceed: $ 97,600.00**

Schedule: As presented and assigned by the Airport Authority.

Meetings: Design review meetings (two), County DRC meeting, pre-bid meeting, bid opening meeting.

Deliverables:
1. St. Johns County Development Review Committee Approval/Permit.
2. Construction Plans, Specifications, & Bid Documents.
3. Bid Tabulation
4. Recommendation Letter for Award of Construction Contract

"Consultant"
Passero Associates, LLC

BY: _____

Bradley J. Wente
Typed Name

Title: Vice President / Southeast Services Director

ATTEST:

BY: _____

_____
Name, Title

"Client"
St. Johns County Airport Authority

BY: _____

Courtney K. Pittman
Typed Name

Title: Interim Executive Director

ATTEST:

BY: _____

_____
Name, Title

Attachment A: Scope of Work - Supplemental Agreement 25-113

Supplemental Agreement 25-113
Self-Serve Fuel Farm Replacement
St. Augustine Airport, St. Augustine, Florida
Design Phase Services

I. Project Description

The project consists of replacement of the self-serve fuel facility, including installation of (1) one Av Gas Fueling system (one new tank) to replace two (2) existing Av Gas fueling systems (2 existing tanks). The new fueling system will likely be between 15,000 to 20,000 gallons. The location of the new tank will be at one of the existing tank locations.

See attached Project Sketch graphic for reference.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following Basic Services:

A. Preliminary Design Phase

1. Review existing documents such as record drawings, specifications, studies and reports of relevant project data.
2. Visit the site to observe field conditions and validate the existing database.
3. Prepare preliminary plans and develop a schedule that minimizes interference with airport operations. The schedule will be coordinated with the Airport Authority and airport tenants. Consultant will supervise the field investigations as required.
4. Prepare preliminary construction plans and supplemental documents such as construction phasing plans.
5. Prepare preliminary quantity takeoffs for the bid schedule.
6. Prepare preliminary probable construction costs utilizing the quantity takeoff and bid items previously developed.
7. During this task, the engineering design of the project will progress up to 60% completion.

B. Final Design Phase

1. Prepare and finalize the plans.
2. Prepare final construction plan, supplemental documents such as access and phasing plans, etc.
3. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final bid / contract agreements and technical specifications (technical specifications will be included on the Plans).

6. Submit advance final documents to the Airport Authority and FDOT for review and comment, prior to bidding. The Consultant and the Airport Authority will conduct a final design review meeting to discuss contents, costs and other comments.
7. Reproduce copies of the bid documents which include plans, specifications, access and phasing plans, etc., as needed. These documents will be supplied directly to the Airport Authority for advertisement.

C. Bid Phase

1. Consultant will prepare advertisement for bids, assist the Airport Authority in the legal advertisement of the project. The bid schedule and documents will be posted on the Consultant's website and Plan Rooms will be provided with electronic copies of these documents.
2. Questions from potential bidders will be directed to Consultant and answered by addendum (if required).
3. A pre-bid conference will be scheduled at least ten (10) days prior to the scheduled bid opening. Minutes of the pre-bid conference will be prepared by Consultant and published via Addendum.
4. Consultant will assist the Airport Authority at the bid opening. Consultant will review the bids received for conformance with the contract documents. Consultant will review the contractor's personnel, equipment lists, and reference check the contractor's qualifications and financial responsibility.
5. Consultant will prepare bid tabulation for the Airport Authority.
6. Consultant shall make a recommendation of award or rejection of bids, as appropriate, to the Airport Authority.
7. Prepare conformed copies of the contract and coordinate contractor execution of the contract.
8. Review the contractor-executed documents with the Airport Authority prior to execution by the Airport Authority. After the contracts have been executed by the Airport Authority, the Consultant will assist in distributing copies of the contracts to the contractor, FDOT, as needed.
9. Consultant will coordinate the transmittal of the Notice to Proceed to the contractor.

D. Permitting

1. St. Johns County
    - **a.** Prepare and submit a development review permit application, as required by the County. Respond to comments as needed to attain approval/DRC-permit.
    - **b.** Assist the Contractor in the preparation, submittal, and coordination of County building department permit application.
    - **c.** Permitting fees incurred during the design phase, which are not the responsibility of the Construction Contractor, shall be paid by the Airport Authority.

E. Grants Administration Assistance

1. Assist the Airport Authority in the preparation and input of this project's information into their airport JACIP program.
2. Assist in the preparation of reimbursement request package, coordination of execution by Airport Authority, and submissions to FDOT.
3. Assist Airport Authority in compiling and submitting necessary project quarterly reports and closeout documents required by FDOT.

4. Serve as liaison, for grant-related issues, for the Airport Authority with FDOT, as requested.

III. Special Services

A. Aviation fuel storage system design will be provided by the Lynch Group (see attached proposal).

B. A Utility designation survey and concrete imaging study will be provided by GeoView (see attached proposal).

IV. Other Considerations

1. Additional Services that may be required during the life of the project, shall be performed, as agreed upon by the Airport Authority and Consultant, and as approved, in writing, by the Airport Authority, with concurrence from FDOT, prior to such services being rendered or performed.

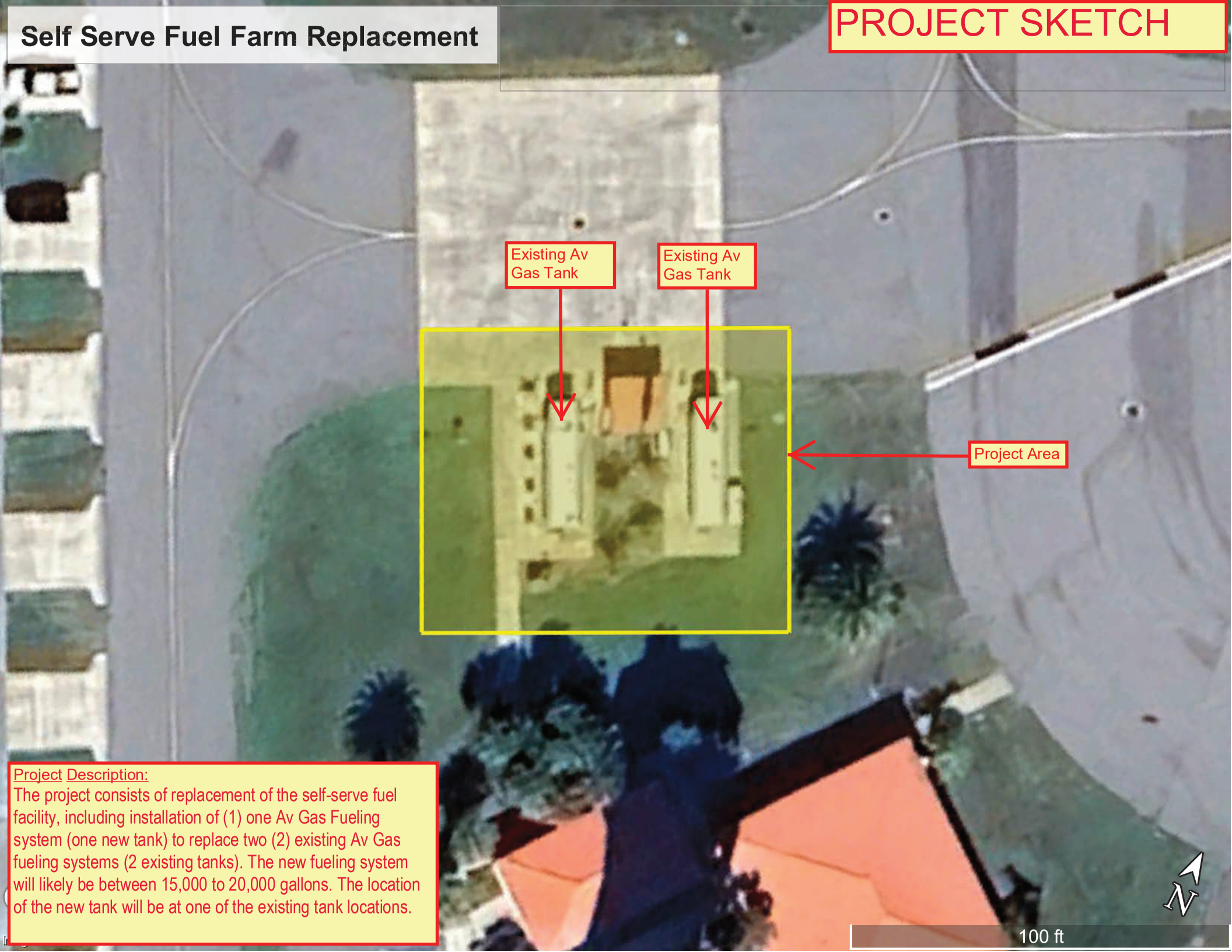
2. The Airport Authority is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport Authority archives. Passero shall have the right to rely on this data and Passero is not responsible for data that is not provided for in the course of this Agreement.

3. Any item of work not specifically identified in this Agreement is excluded. Some items that are excluded include:
    - Environmental services.
    - Architectural services.
    - Construction phase services.
    - Permitting fees and impact fees.

END OF SCOPE OF WORK

Self Serve Fuel Farm Replacement

PROJECT SKETCH



Project Description:
The project consists of replacement of the self-serve fuel facility, including installation of (1) one Av Gas Fueling system (one new tank) to replace two (2) existing Av Gas fueling systems (2 existing tanks). The new fueling system will likely be between 15,000 to 20,000 gallons. The location of the new tank will be at one of the existing tank locations.

June 6, 2025

Matt Singletary, P.E.
Passero Associates, LLC
335 S Legacy Trail B-102
St. Augustine, FL 32092

RE: PROPOSAL – AVIATION FUEL STORAGE SYSTEM DESIGN AND PROJECT MANAGEMENT NORTHEAST FLORIDA REGIONAL AIRPORT (SGJ)

Dear Mr. Singletary:

GENERAL PROJECT SCOPE OF WORK

This proposal is for The Lynch Group, Inc. (TLG) to provide Passero Associates (Passero) with the engineering design, permitting assistance, and project management services for the fabrication and installation of a new aviation self-service fuel storage system.

THE SPECIFIC PROJECT TASKS ARE AS FOLLOWS

PHASE I – INITIAL SITE VISIT

A. **Initial Site Visit –** Completed

B. **Regulatory Review -** Completed

PHASE II – ENGINEERING DESIGN, PERMITTING, AND CONTRACTOR SELECTION

A. **Development of Engineering Design** – The engineering design and construction documents will be developed for the installation of one (1) Av Gas fueling system to replace two (2) existing Av Gas fueling systems. The exact capacity of the new fueling system has not been confirmed but will most likely be between 15,000 gallons and 20,000 gallons. The location for the new system will be at one of the existing fueling locations. The design will include mechanical, structural, and electrical engineering. **NOTE –** It is understood that any civil engineering design will be developed by Passero and that the civil design will be provided to TLG. It is also understood that a site survey and a geotechnical study will be completed by others (if these don't already exist) and that data will be provided to TLG.

   The fuel system design will be in accordance with the Code of Federal Regulations Chapter 40 Part 112 "Oil Pollution Prevention", as well as all applicable fire codes, building codes, recommended practices of the American Petroleum Institute (API), and applicable elements of Specification ATA 103.

An engineering design package will be created containing drawing sheets for the fuel systems mechanical, structural, and electrical designs. Project specifications will be created and be included on the drawing sheets (no separate specifications).

The design drawings will be sealed by registered professional engineers as required. If there are additional plan revisions after the 100% design drawings have been finalized and submitted to the local authorities, those costs will be in addition to the costs in this proposal and will billed on a time and material basis at our standard hourly labor rates. Specific elements of work for the 100% Design Drawings will include:

1. Cover sheet, list of applicable regulations, index of drawings, project contacts, etc.
2. Mechanical: fuel tank, piping, and dispensing system
3. System layout
4. Structural: tank support pad with wind load calculations
5. Electrical: design to a panel within 100-feet of the fueling system (it is assumed that the existing electrical can be reused for the new system)
6. Miscellaneous details as needed

It is understood that a construction storm water pollution prevention plan and/or storm water permitting will not be required.

B. **Demolition and Disposal of Existing Tanks -** TLG will develop a written demolition plan for the removal and disposal of the two (2) existing fuel tanks. The plan will detail the procedures required for the removal of all residual fuel in the tanks and the interior cleaning procedure for the tanks prior to disposal. The plan will also include: electrical power disconnects, the removal and proper disposal of all fuel system equipment and structures including but limited to: tanks, piping, valves, pumping/dispensing equipment, filters, controls, and all other miscellaneous items. It is understood that the electrical service will remain for use with the new fuel system and that the existing lighting will remain in place. The contractor will be required to provide a Health and Safey plan to TLG for review and approval. The contractor will be required to provide copies of all fluid and equipment disposal manifests which will be reviewed by TLG for compliance with the appropriate regulations.

C. **Bidding Assistance -** TLG will provide assistance to Passero during the contractor selection process and will assist with the review of bids. A pre-bid meeting will be conducted onsite to allow potential bidders to view the site, the existing underground storage tank system, the location for the new aboveground fuel system, and to answer any project related questions. This tasks also includes responding to any written Requests for Information (RFIs) from the bidders. TLG will provide a list of qualified aviation fuel system contractors for use in the bidding process.

D. **Permitting Assistance -** TLG will provide the design package to Passero for submittal to the airport, the local building department, the water management district (if required), and to other regulatory agencies. TLG will respond to questions from the airport and the various regulatory agencies as needed. Contact will be made with the local AHJ prior to the permitting process. TLG will also develop and submit for the required FAA 7460 crane use permit and the FAA 7460 permanent installation permit.

PHASE III – CONSTRUCTION PHASE SERVICES

A. **Pre-Construction Meeting -** TLG will attend a pre-construction meeting by conference call with Passero and the selected contractor prior to the commencement of work activities. TLG's portion of the meeting will be to ensure that all contractors have a complete understanding of the scope of the project and of their specific tasks.

B. **Project Planning, Scheduling and Coordination** – This task includes those items necessary to ensure that all construction work is conducted in a planned and organized manner. The services shall include the following elements:
   1) Liaison and conference calls with Passero, the owner, contractors, and other project participants;
   2) Assist with completion of permit forms for review and approval;
   3) Coordination with the appropriate building and fire department representatives for site visits;
   4) Prepare and submit preliminary engineering design drawings to Passero and the owner for review and comment;
   5) Assist with scheduling and coordination of contractor work activities.

C. Submittal Reviews and Responses to RFIs – TLG will review and respond to all equipment submittals and shall also respond to all RFIs related to TLG's design.

D. Project and Construction Reviews – TLG will assist Passero during the construction portion of the project to review the contractor's work during the construction process. TLG will review photos and documents of the construction progress obtained by Passero and will provide written recommendations as needed to address any concerns observed during the site visit. It is understood that Passero will conduct all periodic visits.

E. System Soak Test and Commissioning – TLG personnel will be onsite for the system startup. The TLG specifications will require the contractor to conduct a Quality Control/Quality Assurance "Soak Test" on the new system prior to placing the system into commission. TLG will review the laboratory analytical results from the Soak Test and report our determination of the results to Passero, the owner, the contractor, and the selected fuel provider. It is understood that the contractor will be responsible for all sampling and analytical costs associated with the Soak Test.

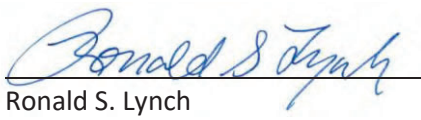
F. Development of Spill Prevention Control and Countermeasure (SPCC) Plan – Due to the fact that the quantity of aboveground fuel storage will exceed 1,320 gallons; the "federal" Environmental Protection Agency requires that the facility must meet the requirements of 40 CFR 112. This rule requires that the complete facility must meet specific rule requirements. One of the requirements within the rule is that a site specific SPCC Plan must be developed and implemented prior to system operation. TLG will develop the SPCC Plan and conduct the required training to the fuel system operators on the SPCC Plan as required by the federal regulation.

ESTIMATED PROJECT COSTS

The total estimated cost of the project is **$65,200** (travel expenses are included). TLG will invoice once per month based on a percent of completion basis and Passero agrees to pay TLG within 30 days of receipt of all invoices.

This proposal is valid for 45 days and TLG shall start work upon receipt of the signed agreement. If you are in agreement with this proposal, please sign below at Authorization to Proceed. If you have any questions, please do not hesitate to contact us at your convenience. We appreciate this opportunity and look forward to working with you.

Sincerely,

The Lynch Group, Inc.	Authorization to Proceed
	_____
Ronald S. Lynch	Matt Singletary, P.E. Date
President	Passero Associates, LLC.

A service charge of 1.5 % per month will be charged on all invoices unpaid after thirty days.
Client shall notify Consultant in writing, at the address below, within 5 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed amount.

June 06, 2025

Mr. Matt Singletary, PE
Passero Associates
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

Subject: Proposal to Perform a Utility Designation and Concrete Imaging Study
Self Serve Fuel Farm Site
St. Augustine, Florida
GeoView Proposal Number: 11758p

Mr. Singletary,

The purpose of this letter is to transmit a proposal to complete a utility designation and mapping study at the subject site. This proposal is in response to your request for a proposal made during our recent conversations. GeoView Associates, Inc. (GeoView) appreciates the opportunity to provide our services on this project. We look forward to hearing from you soon.

Sincerely,

GEOVIEW ASSOCIATES, INC.

Stephen Scruggs, P.G.
Vice President
Florida Professional Geologist Number 2470

Enclosure

Proposal

This document shall serve as a proposal for work to be performed by GeoView Associates, Inc. (GeoView) for Passero Associates.

Description of Site

The project site is referred to as the Self Serve Fuel Farm Site and is located at 374 Estrella Ave in St. Augustine, Florida. The purpose of the geophysical survey will be to determine the location of underground utilities and the reinforcement within the concrete slab within the designated area of the project site. The area of investigation is shown on Figure 1 (page 8).

Scope of Work

GeoView will provide geophysical surveying services at the project site. The purpose of the geophysical survey will be to determine the location of underground utilities or other underground structures and the concrete reinforcement within the designated area of the project site.

The geophysical survey will be completed using ground penetrating radar (GPR) and conventional electromagnetic (EM) pipe and cable locators. The GPR survey will be conducted using a GSSI Sir 4000 GPR system and a GSSI Mini StructureScan system to confirm rebar reinforcement. The appropriate GPR antenna configuration and time range and processing parameters will be determined in the field by the project manager.

The EM survey will be performed using a Radiodetection RD (8000, 8100 or 8200) system. As appropriate, the EM survey will be conducted using both passive and active modes. The passive mode is used to find cables and conduits carrying live power (50-60 Hz) and communication (29-33Hz) signals. For the active mode survey, a current is transmitted directly or broadcast into using electromagnetic induction a metal pipe or conduit and the path of the pipe/conduit is identified by following the signal with a portable receiver. The active mode is used to trace out cast iron pipes, metal water and sewer lines, utilities that have trace wires, and inactive power and communication lines. GeoView's utility locating personnel are all certified GPR and conventional pipe and cable locator operators with extensive in-house training.

Based on information provided by Passero Associates, it does not appear that the work at any of the sites will require MOT (traffic calming efforts). This proposal does not include the costs for the design or implementation of an MOT program.

Presentation of Results

The location and estimated depths of underground utilities or any other identified structures shall be indicated on the ground surface using spray paint or other methods as specified by Passero Associates. Designated utilities will also be documented on a scaled AutoCAD site map. The site map will provide the location, depth and purpose of any underground utilities or other structures identified by the survey. A final report will also be prepared. GeoView will use a Trimble Geo7X GPS system to determine the location of any identified underground features. In most site settings the documented positions will be accurate within +/- 1-2 feet.

Compensation

The cost to complete the survey will be $2,400. This price is inclusive of all charges associated with the project. Unless otherwise agreed upon, GeoView shall be compensated for all services within 30 days of the invoice date. GeoView shall be paid in full regardless of whether the results of the geophysical survey are what Passero Associates anticipated. If it is determined during the survey that the geophysical survey will not achieve the objectives of the project, Passero Associates will immediately be notified. If a decision is made to discontinue the survey, only charges for time and materials costs to that point will be submitted.

These prices are based upon GeoView being able to access the site during normal business hours, Monday through Friday. It is also based upon the assumption that no site-specific training or drug testing will be required. If there are any such requirements, additional costs will be incurred.

Approval of this proposal and scheduling of the project indicates that the site will be accessible and ready for the geophysical investigation. If the site is not accessible at the scheduled day and time of the survey, a mobilization charge of $300 will be applied, along with a standby rate $150 per hour.

Requirements of Client

Passero Associates will provide a scaled map and digital file, if available, of the project site showing the boundaries of the project site, areas of specific concern and pertinent landmarks. Passero Associates will also supply all available information regarding the presence and history of underground utilities at the project site (see limitations for further discussion). Unless otherwise requested, Passero Associates will be responsible for the coordination of site access, traffic control, clearing of onsite obstructions or any other logistical consideration necessary to conduct the survey. If any test drilling, monitor well installation or other excavation activities are planned it will be the responsibility of Passero Associates to submit a notification (dig ticket) to the appropriate 811 One-Call

agency. It is recommended that such notification be filed sufficiently in advance so that GeoView will have the opportunity incorporate the 811 findings into their results.

Limitations

The objective of the geophysical survey is to determine the presence and configuration of underground utilities and rebar reinforcement. The geophysical response of these features may be highly complex depending upon on the physical characteristics of the underground utilities, the electrical properties of the surrounding soils, the depth of burial of the utilities, and the proximity of the utilities to each other. GeoView shall conduct the geophysical survey using the most "up-to-date" geophysical equipment in a manner consistent with the level of care and skill ordinarily exercised by members of the geophysical profession practicing in the same locality under similar conditions. GeoView's utility locating personnel are all certified GPR and conventional pipe and cable locator operators with extensive in-house training.

It is acknowledged that GeoView is not an 811 Sunshine One-Call or equivalent utility mark-out service. GeoView does not have access to any utility-related records for either public or private properties. It is the responsibility of Passero Associates to obtain such records and provide them to GeoView prior to the site investigation. GeoView will use these records during the site investigation and report to Passero Associates any utilities that are shown on the site records but cannot be confirmed by GeoView. GeoView will not mark on the ground surface any utilities which it cannot confirm.

GeoView shall only be liable for the successful locating of underground utilities or any other underground structures whose presence is both known and indicated on site maps to be provided prior to the performance of the geophysical survey. Every attempt will be made to locate both known and unknown utilities within the survey area. However, GeoView will only be liable for utilities whose presence is known prior to the survey. Passero Associates accepts that due to the inherent limitations of non-intrusive geophysical technologies GeoView cannot be held liable for damages to utilities that cannot be identified using non-intrusive technologies.

Passero Associates accepts that a non-intrusive utility designation study does not replace the need to employ widely accepted industry safety standards for subsurface work. Concerning the installation of well or test borings this standard of care includes post-holing or hand auguring at the planned test locations to the minimum depth at which underground utilities are anticipated at the project site. If absolute confirmation is needed to a specified depth that underground utilities are not present at a planned work location GeoView can provide vacuum excavation

services. Pricing for such services is available on request.

When Passero Associates is working around indicated utilities, a minimum of 2 ft clearance from either side of the marked utility will be maintained. Unless otherwise indicated, a minimum vertical clearance of +/- 20 percent of the indicated depth shall also be maintained. Passero Associates maintains the responsibility for manually exposing any indicated underground utility for absolute confirmation. Authorization and scheduling of the project is considered acceptance of these terms and conditions.

Ground Penetrating Radar

The GPR method uses electromagnetic signals to detect subsurface utilities. The depth of GPR penetration is primarily limited by the attenuation of the signal within subsurface soils. Attenuation occurs when the electromagnetic signal is absorbed by soil materials, preventing the GPR from detecting deeper features. Factors such as soil composition, moisture content, and conductivity significantly affect signal attenuation. For example, clay-rich soils or soils with high moisture content can dramatically reduce the effective depth range of GPR. Once the signal is fully attenuated, no further data can be collected from deeper layers, which may result in undetected utilities at greater depths.

The ability of GPR to accurately detect a utility depends on the contrast in dielectric constants (conductivity) between the utility and the surrounding soils. Higher dielectric contrasts produce stronger signal reflections, enhancing the detectability of underground utilities. Metal pipes, such as steel, typically provide a strong contrast against sandy soils, making them easier to identify. In contrast, non-metallic pipes, such as PVC, ceramic, or concrete, present a lower dielectric contrast, which may result in weak or indistinguishable reflections. Consequently, utilities made from non-metallic materials may be difficult or even impossible to detect using GPR.

The size and depth of a utility also influence GPR's effectiveness. GPR resolution decreases by approximately 0.5 to 1 inch per foot of burial depth. For example, a small 2-inch diameter pipe may not be detectable at depths greater than 2 to 4 feet. Additionally, surface conditions, such as reinforced concrete, asphalt, or metal debris, may scatter or block GPR signals, further complicating utility detection. Adverse site conditions, including the presence of saltwater, highly conductive soils, or large subsurface obstructions, can also interfere with the accuracy of GPR data.

EUL Method Limitations

The EUL method employs electromagnetic signals to locate underground utilities using two primary modes: passive and active. In passive mode, the EUL

detects utilities that are energized by a 60 Hertz current, typically found in active electrical lines. It can also detect non-electrical metallic utilities if they are unintentionally energized by nearby electrical currents. However, this can lead to misidentification, where non-electrical utilities are incorrectly classified as electrical lines. The passive mode relies on the utility carrying a sufficient amperage (load); otherwise, utilities with low or zero electrical load may not produce a detectable signal, leading to potential false negatives.

In active mode, the EUL directly connects to a utility and induces a current to create a detectable electromagnetic field. This method is highly effective for locating metallic utilities, such as steel pipes, metallic conduits, and cables. However, it cannot detect non-metallic utilities, such as PVC, concrete, clay, or HDPE pipes, unless a metallic tracer wire is present. When a utility transitions from a metallic to a non-metallic material, the EUL will only detect the utility up to the transition point. Furthermore, non-metallic pipelines equipped with metallic tracer wires, like some gas lines, may become undetectable if the tracer wire is broken, corroded, or discontinuous.

The EUL method also faces challenges in complex utility networks. In densely populated utility corridors, overlapping electromagnetic signals can cause interference, resulting in inaccurate or ambiguous utility locations. Multiple metallic utilities in close proximity may create false or ghost signals, complicating the interpretation of subsurface conditions and increasing the risk of misidentification.

Other Terms and Conditions

Additional Insured: If requested, Passero Associates will be named as an additional insured with respect to the services to be performed under this agreement.

Confidentiality: GeoView shall not directly or indirectly disclose to any third person information regarding the results of the geophysical investigation prior to obtaining written permission from Passero Associates.

Agreement: This agreement represents the entire agreement between the parties and may only be modified in writing signed by both parties.

Governing Law: This agreement shall be deemed to have been made in the place of performance of the Geophysical Services and shall be governed by, and construed in accordance with the laws of the state in which the geophysical services were provided. Any controversy or claim arising out of this agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration

rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Indemnity: GeoView agrees to indemnify, protect and hold harmless Passero Associates from and against all liabilities, claims or demands of every kind of injury, including death, or damages to any person or property related in any way to GeoView's performance of this agreement, except to the extent such liabilities, claims or demands are caused by the negligence or willful misconduct of Passero Associates.

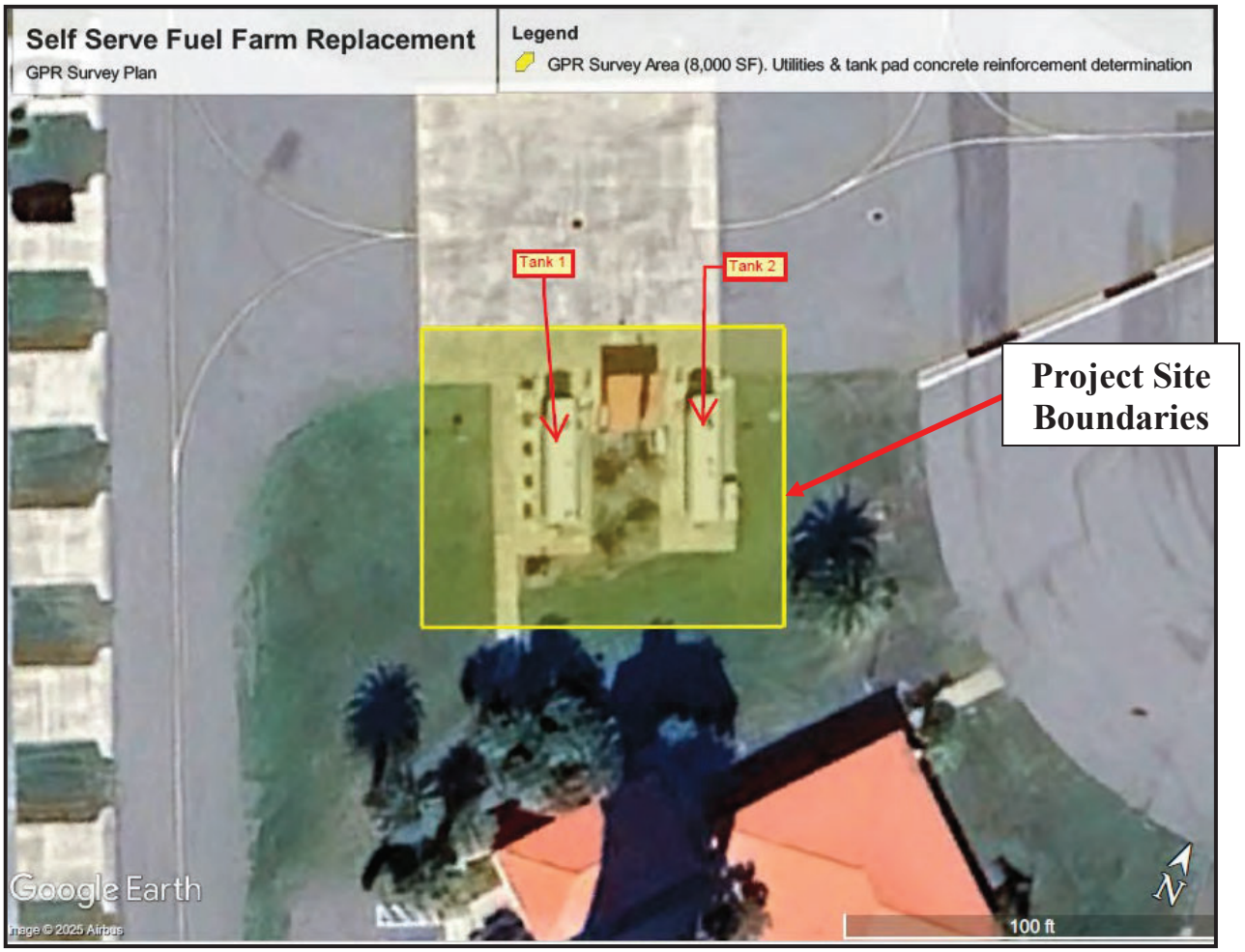


Figure 1 – Site Location

Experience

GeoView has completed over 10,000 utility designating projects. These projects include:

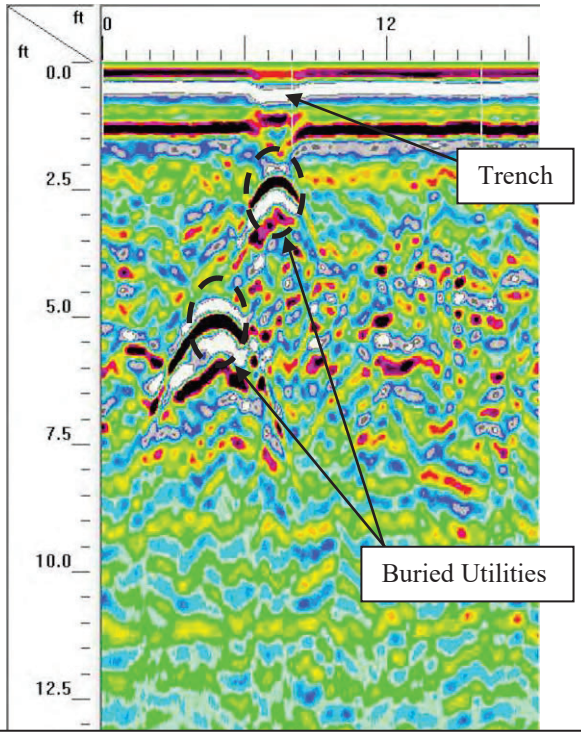
United States Air Force Bases: GeoView successfully located and mapped the exact location of approximately 250,000 linear feet of petroleum oil and lubrications at 12 Air Force Bases throughout the continental United States.

Hospitals: GeoView successfully located and mapped the precise location of utilities at multiple hospitals prior to demolition and construction activity.

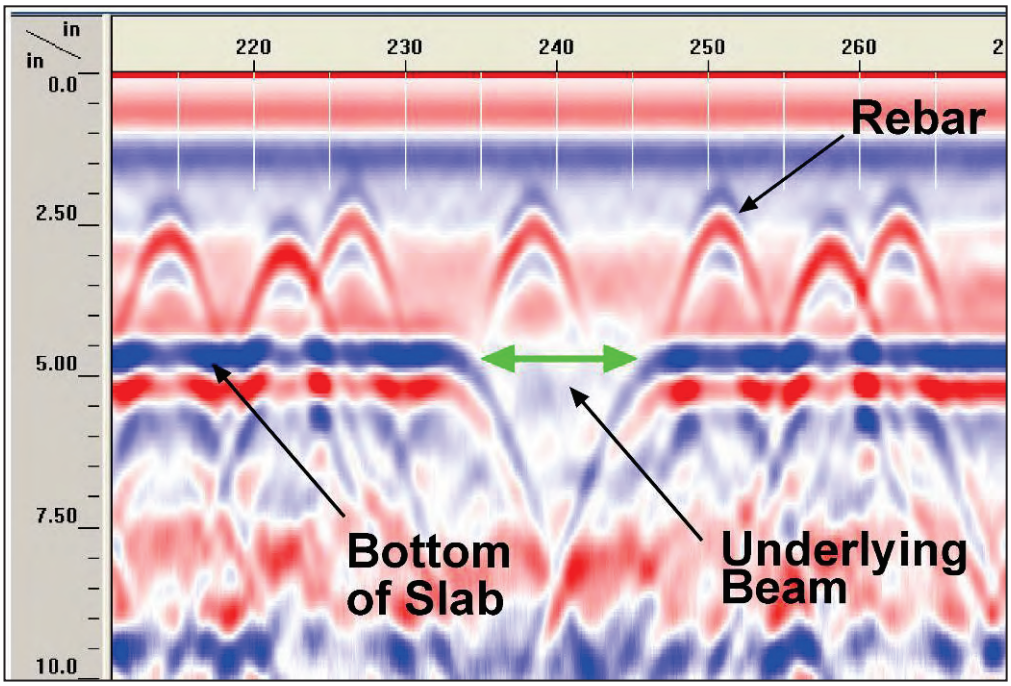
School Buildings: GeoView has successfully located and mapped the location of utilities at more than 250 schools throughout the eastern United States as part of a design-build or construction projects.

Utility Mapping at Multiple Federal Penitentiaries: GeoView has successfully located and mapped the location of utilities around the perimeter of multiple federal penitentiaries as part of construction projects. The penitentiaries were located in Florida, Louisiana, West Virginia, and Kentucky.

Gasoline Service Stations: GeoView has successfully designated underground utilities at over 2500 gasoline service stations. Designated utilities have included product pipelines along with all other underground utilities typically encountered at such facilities.



GPR data collected by GeoView as part of a Design Build Survey



2-D GPR Data Showing Rebar and Sub-Slab Joist

GEOVIEW ASSOCIATES, INC.
PROPOSAL ACCEPTANCE SHEET

Project Name:	**Self Serve Fuel Farm Site**
Project Location	**St. Augustine, Florida**
GeoView Proposal #:	**11758p**
Proposal Date:	**June 06, 2025**
Description of Services	**Provide Utility and Rebar Designating and Mapping Services**
Project Cost:	**$2,400 – see compensation, page 3** (GeoView accepts payment by credit card, a 2.5% processing fee will be added to the project cost)
Payment Terms:	**Payable within 30 days of receipt of invoice**

CHARGE INVOICE TO THE ACCOUNT OF:

Client: Passero Associates
Address: 4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095
Attention: Matt Singletary, PE
Phone (Office): (904) 224-7078 Phone (Cell): (904) 624-0978
Email: msingletary@passero.com

FOR APPROVAL OF CHARGES:

Firm: _____
Address: _____
Phone No.: _____ Fax No: _____
Attention: _____

Special Instructions and/or Mutually Agreed Upon Changes to the Proposal:

_____

_____

In witness thereof, the parties hereto have made and executed this Agreement

Client:	GeoView Associates, Inc.
	Stephen Scruggs
Signature	
By:	By: Stephen Scruggs, P.G.
Title:	Title: Vice President
Date Signed:	Date Signed: June 06, 2025

General Description of Geophysical Methods

Ground Penetrating Radar (GPR)

The GPR survey will be conducted using a GSSI GPR system. The utility survey will be conducted with 350 mega-Hertz antenna and the rebar survey with a 1.6 giga-Hertz antenna. The appropriate antenna will be determined in the field by the project manager. GPR will be able to provide both the position and estimated depth of both metallic and non-metallic underground utilities.

The ability of GPR to resolve a particular utility will be controlled by the following factors: 1) Depth of penetration of the GPR signal, 2) Depth of burial and diameter of the underground utility and 3) Electrical contract between the underground utility and the surrounding soils and 4) The complexity of the utility layout at the site. Due to one or a combination of these factors the GPR may not be able to identify all the utilities at the site. The diameter or composition of utilities cannot be accurately determined using GPR, though can be estimated. Estimates of burial depth are typically accurate to within +/- 20 percent, more accurate depths are possible if invert elevations for some on-site utilities are known.

Conventional Electromagnetic Pipe and Cable Locators

A Radiodetection System is used to locate underground utilities using conventional means. The system consists of a dual-function receiver and transmitter. The receiver can be operated in two modes: active and passive. In the passive mode the receiver detects the presence of underground utilities that are energized by a 60-Hertz or other known frequency. These utilities can either be those actually carrying electrical power or those utilities that are both metallic and sufficiently close to the electrical lines to have an electrical field induced within them.

In the active mode, the transmitter deliberately induces an electrical current into the utility. The frequency of this field can be varied from 512 Hertz to 200 kilohertz. The electrical field is induced using a transmitter which is either directly attached to the utility, placed on or above the utility or attached to an induction coil which is placed around the utility. Depths of underground utilities can be determined when the EM equipment is being used in the active mode. Depths are typically accurate to within 10-15 percent of the total utility depth.

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: December 17, 2025
Subject: Hanson Professional Services Presentation on Advanced Air Mobility (AAM)

I. Purpose

The purpose of this workshop item is to brief the Board on Hanson Professional Services' assessment of Advanced Air Mobility (AAM) opportunities for Northeast Florida Regional Airport (SGJ). Hanson will provide an overview of Florida's AAM landscape, FDOT's statewide network planning, anticipated federal certification pathways, and SGJ's potential role within emerging AAM corridors. They will also discuss cost considerations, infrastructure readiness, and long-term revenue potential. No Board action or vote is requested at this time.

II. Background

The State of Florida has begun formalizing its approach to AAM following the passage of recent legislation directing FDOT to incorporate AAM into statewide multimodal planning and opening eligibility for vertiport-related funding. FDOT's Florida Aerial Network map identifies a phased approach to statewide AAM integration, with SGJ included as a key node in Phase 2A of the Daytona–Jacksonville corridor.

FDOT's 2025 Advanced Mobility Strategy outlines the State's intent to support testing, validation, and scaling of air-taxi, cargo, and emergency management AAM operations. Additionally, the FAA and other global aviation authorities have released harmonized guidance to streamline type certification and validation of eVTOL aircraft, including the international cooperative roadmap published by the National Aviation Authorities Network.

In parallel, AAM manufacturers, operators, and technology partners are transitioning from prototype testing to early operational planning, making this an appropriate time for preliminary discussion at the Authority level.

III. Current Situation

During the workshop, Hanson will present an overview of the current AAM environment and implications for SGJ:

• Florida's phased AAM network: FDOT's statewide Aerial Network map, including Phase 2A integration for St. Augustine and Jacksonville, projected routes, and corridor demand drivers. (See FDOT map provided by user.)

• Federal type certification pathways: Overview of the incremental "crawl-walk-run" approach for early piloted eVTOL aircraft, followed by remotely piloted and autonomous operations, as described in the NAA AAM Roadmap (e.g., performance-based certification under 14 CFR §21.17(b), harmonized compliance standards, and multi-authority validation structures).

• Infrastructure readiness: Preliminary vertiport siting considerations, airspace impacts, electrical demands, charging technologies, navigation and safety requirements, landside access planning, and integration with airport development areas.

• Potential capital costs: Early cost ranges for vertiport pads, screening areas, charging stations, airside and landside improvements, communications infrastructure, and regulatory compliance elements. Hanson will note that FDOT funding may be available once project eligibility is finalized.

• Revenue and economic opportunity: Long-term monetization pathways for SGJ such as facility leasing, charging fees, operator agreements, concession partnerships, maintenance support, and alignment with Eastside development opportunities.

• Coordination and next steps: Overview of how SGJ could position itself for participation in FDOT's eVTOL and AAM Integration Pilot Program (eIPP), which may support up to five national pilot sites.

IV. Workshop Discussion Areas

Topics expected for Board discussion include:

• SGJ's readiness and alignment with FDOT's Phase 2A corridor planning
• Potential locations for AAM staging, vertiports, or integrated development zones
• Anticipated regulatory timelines and early FAA/FDOT requirements
• Potential operating models and public-private partnership structures
• Cost exposure versus revenue potential during initial pilot phases
• Whether the Board wishes to explore a staged planning approach or continue monitoring industry maturation prior to formal planning activity

This session is informational and intended to support future strategic decision-making.

V. Next Steps

Following the workshop:

• Staff will compile Board feedback and coordinate with Hanson to refine airport-specific AAM considerations.
• A summary of statewide AAM regulatory and funding developments will be included in future staff reports.
• Staff will monitor FDOT's eIPP application process and advise the Board of opportunities for participation.
• A future agenda item may be scheduled once the Board is ready to consider more defined planning options.

ST. AUGUSTINE – ST. JOHNS COUNTY AIRPORT AUTHORITY

Briefing Memorandum
To: Board of Directors
From: Courtney Pittman, Interim Executive Director
Date: December 17, 2025
Subject: Updating T-Hangar Use Agreement

I. Purpose

The purpose of this workshop item is to brief the Board on the modernization of the Authority's T-Hangar Use Agreement and provide an overview of the proposed updates to the document. This workshop is intended to inform the Board of the recommended changes, obtain Board feedback, and ensure alignment before presenting a final version for future Board consideration.

No formal action or vote is being requested at this time.

II. Background

The existing T-Hangar Lease is structured as a traditional landlord–tenant agreement, referencing real-property terms such as "lease," "rent," and "premises." While functional, this format can create unnecessary administrative complexity and potential exposure under FAA Order 5190.6B and applicable grant assurances, given that these hangars are intended for conditional use rather than conveyance of a property interest.

The updated T-Hangar Use Agreement reorients the structure to reflect FAA-compliant terminology and expectations, emphasizing conditional use of Authority facilities, appropriate aeronautical activity, and clearly defined administrative rights.

The revised draft includes updates to:

- Permitted Uses consistent with FAA hangar-use policy
- Termination and Default procedures with standardized notice periods
- Compliance and Inspection Rights consistent with federal and state regulations
- Indemnification and Liability provisions for enhanced Authority protection

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III. Current Situation

Airport Administration, in coordination with General Counsel, has reviewed the existing lease form and the proposed updated Use Agreement. The modernization aligns the document with current industry standards, FAA guidance, and the Authority's operational needs.

At this workshop, staff will brief the Board on:

- Key differences between the current Lease and the proposed Use Agreement
- How the revised form improves compliance and reduces legal and administrative risk
- A proposed implementation approach for future tenants and renewals

This session is intended to collect Board feedback prior to preparing the final document for formal action at a later meeting.

IV. Staff Discussion Points for Workshop

During the workshop, staff will address:

1. The operational and regulatory rationale for transitioning away from a "lease" structure
2. How the updated Use Agreement strengthens administrative flexibility
3. Recommended timing for introducing the updated form for new tenants and renewals
4. Processes for tenant notification, document transition, and digital form preparation
5. Any Board questions or considerations before drafting the final document for approval

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V. Next Steps (Post-Workshop)

Pending Board feedback:

- Incorporate Board direction into the final Use Agreement
- Prepare the document for formal Board action at a future meeting
- Coordinate with General Counsel to finalize template formatting
- Begin developing tenant communications and implementation guidance
- Update internal manuals and website resources upon approval

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VI. Attachments

- Current T-Hangar Lease Form
- Draft 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 intendedeffect.

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:

BY:_____

DATE:_____

LANDLORD: St. Johns County Airport Authority

BY:_____
Courtney K. Pittman, Interim Executive Director

DATE:_____

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 intendedeffect.

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:

BY:_____

DATE:_____

LANDLORD: St. Johns County Airport Authority

BY:_____
Courtney K. Pittman, Interim Executive Director

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: December 17, 2025
Subject: Akerman LLP – Florida Retirement System (FRS)

I. Purpose

The purpose of this workshop item is to inform the Board that Akerman LLP will be providing a presentation on their findings related to the Authority's participation in the Florida Retirement System (FRS). Their presentation will summarize the work completed to date, outline the remaining steps needed for full compliance, and address key considerations identified during their review.

This item is being presented for informational purposes and Board discussion only. No formal action or vote is being requested at this time.

II. Background

Akerman LLP has been assisting the Authority with a comprehensive review of its FRS participation. This includes historical employee classification analysis, interaction with the Florida Department of Management Services (DMS), identifying corrective actions, and assessing documentation needed to bring the Authority into full compliance with state retirement requirements.

Their review has involved evaluating prior filings, examining internal workflows, and identifying areas where corrective measures may be necessary.

III. Workshop Presentation

Akerman will brief the Board on:

- A summary of their findings and conclusions
- Key issues identified during the compliance review
- Required corrective actions and recommended next steps
- Ongoing coordination with DMS

- Timeline considerations for completing final submissions
- Operational and financial impacts associated with the remaining compliance tasks

The purpose of the presentation is to provide clarity, answer Board questions, and ensure a shared understanding of the remaining compliance steps.

IV. Considerations for Future Action
(For Board Awareness Only)

As the Board evaluates next steps at a future meeting, the following considerations may be relevant:

- Maintaining Akerman's involvement through completion of all corrective actions to ensure consistency and continuity
- Impacts of delaying or adjusting representation during the ongoing compliance process
- Anticipated legal services needs and associated budget planning

These points are included solely to support workshop discussion.

V. Next Steps

Following the workshop:

- A formal recommendation will be presented at a future Board meeting once final cost projections, deliverables, and timelines are fully established
- Any additional information requested by the Board will be provided in advance of the next meeting

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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

The purpose of this workshop item is to brief the Board on the proposed revisions to the Airport Authority Meetings and Conduct Policy. This session is intended to provide an overview of the recommended updates, obtain Board feedback, and ensure alignment on the intent and direction of the revised policy prior to bringing a finalized version to a future meeting for formal consideration. No vote or action is being requested at this time.

II. Background

The current Meetings and Conduct Policy (Policy 2021-01) was last revised on August 18, 2021. Since then, there have been multiple developments affecting public agency governance, including updates in statutory interpretation of Florida's Government-in-the-Sunshine Law, changes to Public Records guidance, operational feedback from Authority Members and staff, and the emergence of new administrative tools such as artificial intelligence.

During the internal review, several sections were identified as needing clarification, modernization, and consolidation to ensure alignment with contemporary governance standards. Staff and legal counsel have prepared proposed revisions to address these areas.

III. Current Situation

The draft updated policy includes multiple enhancements intended to improve procedural consistency, legal defensibility, public accessibility, and operational clarity. Key revisions include:

• Public participation alignment by relocating the public comment period to the beginning of meetings, similar to the County's structure, to promote accessibility and transparency.

• Updates to Sunshine Law and Public Records guidance, including digital communications, serial conversations, and staff roles, reinforcing statutory compliance.

• Introduction of an administrative framework for responsible use of artificial intelligence to support efficiency while maintaining transparency and data integrity.

• Clarification of quorum and remote participation procedures, including livestream expectations, consistent with statutory requirements.

• Improvements to agenda management and distribution processes, including expectations for timely publication and clearer standards for late-filed materials.

The accompanying redlined version illustrates all proposed changes, and a clean suggested version is provided for reference.

IV. Workshop Discussion Areas

During the workshop, staff will discuss:

• The rationale for each substantive update
• How the proposed changes improve compliance and meeting efficiency
• Board feedback on preferred structure, language, or procedural adjustments
• Any additional elements the Board may wish to incorporate
• Next steps and timeline for finalizing the policy for future Board action

This briefing is intended solely to facilitate discussion and direction.

V. Next Steps

Following the workshop discussion:

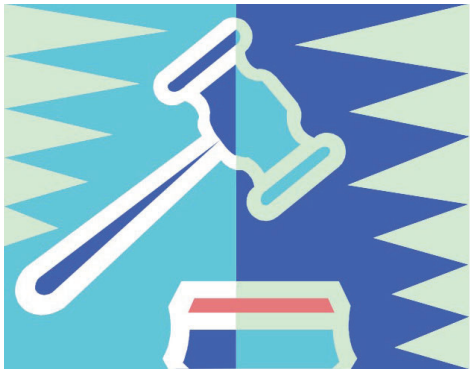
• Staff and legal counsel will incorporate Board input into the policy draft
• A revised version will be prepared for placement on a future agenda as an action item
• Supporting materials, including updated training components and implementation guidance, will be finalized for Board review
• Upon future approval, staff will complete the rollout, publish the updated policy, and schedule refresher training for Authority Members and staff

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VI. 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 of~~prepare and distribute the official agenda associated with all Airport Authority meetings~~. Development of the agenda shall be~~, in consultation ~~of~~with the Chairman. Items may be placed on the agenda ~~in one of two ways,~~ as follows:

1. Authority Members ~~can~~may request the Executive Director ~~coordinate the placement of to~~ place an item on the ~~Agenda~~agenda for ~~full~~ Authority consideration;
2. ~~Authority Members can call the Full Airport Authority's attention to the item during his/her~~During "Member ~~Comment" time and~~Comments," with ~~the~~a 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. 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 required 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

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 ***otherwi*** se ***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 raisingshould complete a speaker card before the meeting for general comment and may raise a hand during the appropriate "Public Comments" portion of aitem-specific public comment. The Chair will manage recognition and time limits.

meeting.

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 beforeby the Authority shall also authorize an authorizes the appropriate signaturesignatures 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

a)The Airport Authority Charter prescribes that the termannual 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 shallwill solicit a "statement of interest" from each member relative to officer and committee participation interest approximately 30 days prior to the last scheduled Authority Meetingmeeting 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 ofhave 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 maywill be determined by consensus or by motion in the event of multiple member interest.

All officerconsistent with Section X and committee assignments shall have anwill be effective date of January 1st1 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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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.

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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.

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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]

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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.

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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

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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.

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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

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~~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.

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

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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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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.

DEFENSE AND INDEMNIFICATION POLICY
FOR THE
ST. JOHNS COUNTY AIRPORT AUTHORITY

Effective Date: [_____]
Adopted By: St. Johns County Airport Authority Board
Supersedes: N/A
Responsible Office: Office of the Executive Director; Office of General Counsel

1. Purpose and Intent

The purpose of this Defense and Indemnification Policy ("**Policy**") is to protect Board Members (and other Eligible Persons (defined hereinbelow)) of the St. Johns County Airport Authority (the "**Authority**"), a Florida independent special district, from personal liability arising from claims, actions, or proceedings connected to acts or omissions undertaken in good faith and within the scope of their official duties. This Policy is intended to ensure legal clarity, consistent treatment, and alignment with Florida law, including applicable limitations on sovereign immunity and public entity indemnification, and to bolster sound governance practices.

2. Definitions

For purposes of this Policy:

a. "**Board**" means all then currently serving members of the Authority's Board.
b. "**Board Member**" means a current or former member of the Authority's Board.
c. "**Claim**" means any threatened, pending, or completed civil, administrative, criminal (defense only, as permitted by law), or investigative action, suit, complaint, or proceeding, including appeals and fee petitions.
d. "**Custodian of Public Records**" means the officer charged with the responsibility of maintaining the Authority's office having public records, or his or her designee, pursuant to Fla. Stat. 119.011.
e. "**Defense Costs**" means reasonable attorneys' fees, expert fees, court costs, and litigation-related expenses actually incurred in the defense of a Claim.
f. "**Eligible Person**" means a Board Member and, as authorized by the Board, any officer, employee, agent, or member of the Authority acting at the Board's request, including former persons in such roles.
g. "**Executive Director**" means the executive director of the Authority, as chosen by the Board.
h. "**General Counsel**" means the then serving legal counsel for the Authority.
i. "**Indemnification**" means payment or reimbursement of Defense Costs, judgments, fines, penalties to the extent permitted by law, and settlement amounts approved in accordance with this Policy.
j. "**Public Records Claim**" means a Claim alleging a violation of Chapter 119, Florida Statutes (public records), including related demands for production, fee petitions, injunctions, or declaratory relief arising out of acts or omissions within the scope of an Eligible Person's official duties.

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3. Scope and Eligibility

This Policy applies to all duly appointed or elected members of the Board of the Authority and Eligible Persons, including former Eligible Persons with respect to covered acts or omissions occurring during their service. Eligibility under this Policy extends to acts or omissions undertaken:

a. in good faith;
b. without corrupt intent, self-dealing, or personal profit beyond that authorized by law; and
c. within the course and scope of the Eligible Person's official duties for the Authority or while serving, at the Authority's request, on the governing body or committee of another entity.

For avoidance of doubt, this Policy does not extend coverage to personal or private activities, nor to activities undertaken in any capacity other than as a Board Member or Eligible Person.

4. Policy Statement

Subject to the terms and conditions herein, the Authority shall defend and indemnify an Eligible Person for covered Claims arising out of an act or omission committed in good faith and within the scope of official duties, to the fullest extent permitted by Florida law, and subject to any applicable statutory limitations, insurance coverage, and budgetary appropriations. To the extent permitted by law, this includes payment of court-awarded attorneys' fees and costs assessed against the Authority in qualifying matters. Nothing in this Policy is intended to waive, impair, or expand the Authority's sovereign immunity or other legal defenses.

5. Exclusions

No defense or indemnification shall be provided for:

a. Acts or omissions constituting bad faith, malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
b. Criminal conduct, including any felony or misdemeanor **[optional language for Board discussion:** ; provided, however, if a Board Member is acquitted on all counts or the charges are dismissed with prejudice, the Board may consider reimbursement of reasonable Defense Costs, to the extent permitted by law and public policy].
c. Fraud, corruption, self-dealing, or acts undertaken for personal gain or advantage not authorized by law.
d. Claims arising from the Board Member's knowing or willful violation of state ethics laws, financial disclosure requirements, Florida's Sunshine Law, or Chapter 119, Florida Statutes (Public Records). For the avoidance of doubt, the Authority will not indemnify any Defense Costs, personal fines, penalties, or sanctions imposed for a knowing or willful violation of Chapter 119.
e. Claims in which the Board Member fails to reasonably cooperate with the defense tendered by the Authority or its insurer.
f. Claims for which coverage is available and accepted under a separate policy where the insurer provides a full defense and indemnity, except for any applicable deductible or retention as approved under Section 10 of this Policy.

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6. Coordination with Law and Sovereign Immunity

This Policy shall be interpreted consistent with applicable Florida law, including but not limited to statutory provisions governing the indemnification and defense of public officials and the limitations of sovereign immunity. Nothing herein shall be construed as a waiver of the Authority's sovereign immunity or as a consent to be sued beyond the limits or in a manner inconsistent with Florida law. The Authority's obligation to indemnify shall not exceed any statutory monetary caps or restrictions on indemnification, and any indemnification remains subject to lawful appropriation of funds.

7. Defense and Selection of Counsel

[The Board shall select one of the following alternate whole-section options for this Defense and Selection of Counsel section. Only one option will apply and shall constitute the entirety of Section 7 in the adopted Policy.]

[OPTION A: Board-Directed Defense and Counsel

Upon timely request and approval as described in Section 8, the Authority will provide a legal defense to an Eligible Person by counsel chosen by the Board. The Authority, at the Board's direction, retains the right to provide defense through in-house counsel, retained panel counsel, or counsel appointed by the Authority's insurer, and to direct and control the defense, including litigation strategy, settlement negotiations, and appeals, consistent with ethical obligations and the Eligible Person's interests. An Eligible Person may request independent counsel due to an actual conflict of interest. If the General Counsel determines that a conflict exists and cannot be waived or mitigated, the Authority may authorize retention of independent counsel for the Eligible Person at rates and on terms approved by the Board. The Authority's obligation for Defense Costs of independent counsel is limited to reasonable and necessary fees and expenses, consistent with prevailing public-sector rates, applicable insurance terms, and the Authority's outside counsel guidelines, including rate caps, staffing, budget approvals, and periodic reporting. The Eligible Person and any counsel representing the Eligible Person must cooperate fully with the Authority and its insurer, including with respect to defense strategy, reporting, budgeting, and settlement discussions.]

[OPTION B: Eligible Person-Selected Counsel Subject to Board Approval

Upon timely request and approval as described in Section 8, the Eligible Person may select legal counsel of their choosing to defend against a covered Claim. The selected counsel must be reasonably acceptable to the Board and, where applicable, the Authority's insurer. The Authority's obligation for Defense Costs is limited to reasonable and necessary fees and expenses, consistent with prevailing public-sector rates, applicable insurance terms, and the Authority's outside counsel guidelines, including rate caps, staffing, budget approvals, and periodic reporting. The Authority retains the right to receive periodic reports and to participate in strategy and settlement discussions to protect institutional interests and insurance rights. The Eligible Person and any counsel representing the Eligible Person must cooperate fully with the Authority and its insurer, including with respect to defense strategy, reporting, budgeting, and settlement discussions.]

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[OPTION C: Hybrid Panel-Selection Approach

Upon timely request and approval as described in Section 8, the Authority will provide a list of pre-approved panel counsel from which the Eligible Person may select. The Eligible Person may alternatively propose counsel for approval by the Board; such approval shall not be unreasonably withheld if the proposed counsel meets the Authority's qualifications and rate guidelines and is acceptable to the Authority's insurer where applicable. The Authority may direct and control overall defense strategy to ensure consistency with institutional interests, ethical obligations, and insurance requirements. The Authority's obligation for Defense Costs is limited to reasonable and necessary fees and expenses, consistent with prevailing public-sector rates, applicable insurance terms, and the Authority's outside counsel guidelines, including rate caps, staffing, budget approvals, and periodic reporting. An Eligible Person may request independent counsel due to an actual conflict of interest. If the General Counsel determines that a conflict exists and cannot be waived or mitigated, the Authority may authorize retention of independent counsel for the Eligible Person at rates and on terms approved by the Board. The Authority's obligation for Defense Costs of independent counsel is limited to reasonable and necessary fees and expenses, consistent with prevailing public-sector rates, applicable insurance terms, and the Authority's outside counsel guidelines, including rate caps, staffing, budget approvals, and periodic reporting. The Eligible Person and any counsel representing the Eligible Person must cooperate fully with the Authority and its insurer, including with respect to defense strategy, reporting, budgeting, and settlement discussions.]

8. Procedures for Requesting Defense and Indemnification

An Eligible Person seeking defense and/or indemnification shall:

i. Provide written notice to the Executive Director and General Counsel promptly upon receipt of a Claim, and in all events within a reasonable time to allow a timely response and preservation of rights. This includes any public records complaint, pre-suit demand, fee petition, or court filing alleging a violation of Chapter 119, Florida Statutes. The notice must include all pleadings, subpoenas, demand letters, or relevant documents.
ii. Cooperate fully with the Authority, its counsel, and any insurer, including providing truthful information, attending meetings, responding to discovery, and complying with litigation holds and records requests.
iii. Refrain from making any admission of liability, entering any settlement, or incurring significant Defense Costs without prior written approval from the General Counsel or the Board, as applicable.
iv. [IF OPTION B OR C IS SELECTED: The Eligible Person must provide the name and qualifications of proposed counsel to the General Counsel for review and approval (not to be unreasonably withheld), and ensure that counsel agrees to comply with the Authority's outside counsel guidelines.]

The General Counsel shall make an initial eligibility determination based on this Policy. If the General Counsel determines that the request should be denied in whole or in part, the Eligible Person may request Board review. If the General Counsel determines a conflict of interest exists, or if no quorum of disinterested Board Members can be formed, eligibility and scope of indemnification will be determined by independent legal counsel retained by the Authority to provide a written opinion. The Board shall make a final determination, which may include

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granting conditional defense subject to a reservation of rights, pending further factual development.

9. [Advancement/Reimbursement] of Defense Costs

[The Board shall select one of the following alternate whole-section options for this Advancement or Reimbursement of Defense Costs section. Only one option will apply and shall constitute the entirety of Section 9 in the adopted Policy.]

9.1 [OPTION A: Authority Advancement as Incurred with Undertaking

The Authority will advance reasonable Defense Costs as incurred where the General Counsel determines the Claim appears to arise from acts within the scope of the Eligible Person's official duties and in apparent good faith. As a condition of advancement, the Eligible Person shall execute an undertaking to repay advanced amounts if a final determination finds the conduct falls within the exclusions set forth in Section 5 or otherwise renders the Eligible Person ineligible for indemnification under this Policy or applicable law. Advancements may be conditioned upon compliance with billing protocols, budget caps, periodic review, and the Authority's outside counsel guidelines. Following conclusion of the matter, reimbursement or repayment shall be determined under the reimbursement standards selected by the Board as set forth below.]

[OPTION B: Pay-at-Conclusion Reimbursement Only

The Authority will not advance Defense Costs during the pendency of a matter. The Eligible Person will be responsible for Defense Costs as incurred and may seek reimbursement at the conclusion of the matter if the eligibility standards in this Policy are met. Any reimbursement is limited to reasonable and necessary Defense Costs consistent with public-sector rate caps and outside counsel guidelines and subject to the reimbursement standards selected by the Board as set forth below.]

[OPTION C: Hybrid Limited Advancement with Balance at Conclusion

The Authority will advance reasonable Defense Costs up to a stated cap or percentage specified in a Board resolution adopting this Policy, subject to the Eligible Person's written undertaking to repay if later determined ineligible under this Policy or applicable law. Defense Costs in excess of such cap or percentage shall be the responsibility of the Eligible Person during the pendency of the matter, with eligibility for reimbursement at conclusion if the standards in this Policy are met. Advancements and any reimbursement are limited to reasonable and necessary Defense Costs consistent with public-sector rate caps and outside counsel guidelines and subject to the reimbursement standards selected by the Board as set forth below.]

9.2 Reimbursement Standards [Applicable regardless of choice among 9A–9C]

The following standard(s), as deemed most applicable by the Board for the specific circumstances for which they are being evaluated, are to be used in determining whether Defense Costs are reimbursed or must be repaid following the conclusion of a matter:

a. Final Adjudication Standard: Reimbursement/indemnification is available unless there is a final, non-appealable adjudication that the Eligible Person acted in bad faith, with malicious purpose, in willful and wanton disregard, or committed a crime. Acquittal or

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dismissal (with or without prejudice) results in reimbursement/indemnification. Settlements are treated as neutral, and reimbursement/indemnification is permitted unless the settlement contains an admission or judicial finding of disqualifying conduct.

b. Outcome-based Standard:

   i. *Criminal Matters*: reimbursement/indemnification only if charges are dismissed, nolle prossed, or the Eligible Person is acquitted on all counts; no reimbursement/indemnification upon any guilty verdict, plea, or adjudication withheld.

   ii. *Civil/Administrative Matters*: reimbursement/indemnification unless a court or tribunal finds the Eligible Person acted in bad faith, with malicious purpose, or in willful and wanton disregard.

   iii. *Settlements*: reimbursement/indemnification permitted only with Board approval and no admission of disqualifying conduct.

c. Good-Faith Determination Standard: Reimbursement/indemnification is available if, after conclusion of the matter (including settlement), a disinterested decision-maker (Disinterested Board Members or independent counsel) determines the Eligible Person acted in subjective and objective good faith within the scope of duty; reimbursement/indemnification is denied if the decision-maker finds bad faith, malicious purpose, willful and wanton conduct, or personal profit. Criminal pleas of guilty or nolo contendere create a presumption against reimbursement/indemnification, rebuttable upon a showing that the plea was not related to official conduct or did not involve moral turpitude.

d. Settlement Treatment: Either (a) settlement is neutral, in which case reimbursement/indemnification is allowed absent an admission or judicial finding of disqualifying conduct; or (b) no reimbursement/indemnification is allowed following any settlement payment by or on behalf of the Eligible Person unless expressly approved by the Board after review of settlement terms.

e. Fee Reasonableness Cap: Reimbursement/indemnification is limited to reasonable and necessary Defense Costs consistent with public-sector rate caps and outside counsel guidelines; premium rates or staffing beyond guidelines will not be reimbursed absent prior written approval.

f. Repayment Obligation: If Defense Costs were advanced and the applicable reimbursement standard is not met, the Eligible Person shall promptly repay advanced amounts within the time period prescribed by the Board, subject to reasonable payment plans approved by the Authority.

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10. Insurance and Risk Transfer

Where available and appropriate, the Authority shall maintain public officials' errors and omissions liability insurance and other related insurance coverages to support defense and indemnification obligations under this Policy, subject to market conditions and budgetary constraints. The Authority will promptly tender Claims to any applicable insurer when coverage may exist. Any defense or indemnity afforded by the Authority shall be in excess to valid and collectible insurance unless the policy requires the insurer to provide a primary defense. Deductibles or self-insured retentions may be paid by the Authority upon approval by the Board and General Counsel, consistent with budget authority and this Policy.

11. Settlements and Judgments

No settlement obligating the Authority to pay money, assume obligations, or admit liability shall be entered without prior written approval by the Authority in accordance with its contracting and claims resolution authority, and after consultation with the General Counsel and, if applicable, the insurer. Compromise or payment of attorneys' fees in Chapter 119 matters requires approval under this section. The Authority's payment of any settlement or judgment is subject to:

- Applicable legal limits on liability and payment;
- Availability of insurance proceeds; and
- Lawful appropriation of funds.

12. Reservation of Rights; Denial or Termination

The Authority may issue a reservation of rights if there is uncertainty regarding eligibility, coverage, or exclusions. Defense may be denied or terminated if evidence emerges that the Eligible Person acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; engaged in criminal conduct; or otherwise falls within an exclusion. Upon such determination, the Authority may seek reimbursement of advanced Defense Costs consistent with the Eligible Person's undertaking and applicable law.

13. Public Records, Sunshine, and Ethics Compliance

Nothing in this Policy alters a Board Member's obligations under Florida's public records and open meetings laws, or the state ethics code. The Authority will coordinate defense efforts in a manner consistent with these laws.

13.1 Chapter 119 (Public Records) – Specific Indemnification Provisions

Subject to Sections 4 and 5, the Authority will defend and indemnify an Eligible Person against a Public Records Claim arising from acts or omissions undertaken in good faith and within the scope of the Eligible Person's official duties, including the defense of petitions for access, declaratory or injunctive relief, and related fee claims asserted against the Authority under applicable law. No defense or indemnification will be provided for an Eligible Person's knowing or willful violation of Chapter 119 of the Florida Statutes. To the extent permitted by law, the Authority may pay or reimburse attorneys' fees and costs awarded by a court against the Authority in connection with a Public Records Claim arising from an Eligible Person's non-willful, good-faith acts within the scope of duty. Eligible Persons must promptly forward any public records request, demand, or litigation paper to the Custodian of Public Records and

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General Counsel, comply with litigation holds and retention schedules, search for and produce responsive public records in their possession, custody, or control (including on personal devices or accounts used for Authority business), and refrain from destroying or altering records after receipt of a request or hold notice. Where an Eligible Person uses personal devices or accounts for Authority business, the Eligible Person shall cooperate with reasonable, narrowly tailored measures to identify, preserve, and export responsive public records for review and production by the Authority. Any resolution of a Public Records Claim, including agreement to produce records, pay attorneys' fees, or enter stipulated relief, must be approved pursuant to Section 11.

13.2 Florida Sunshine Law – Section 286.011 and Chapter 286 Compliance

The Authority and all Eligible Persons shall comply with Florida's Sunshine Law codified at Section 286.011, Florida Statutes, and related provisions in Chapter 286, Florida Statutes, governing public meetings, notice, minutes, and openness of decision-making. Without limitation:

a. *Meetings Open to the Public*. Any meeting of the Board or any board, commission, or committee at which official acts are to be taken or public business is to be transacted or discussed shall be open to the public at all times, and reasonable notice of such meetings shall be provided consistent with Section 286.011 and Chapter 286.

b. *Minutes and Records*. Minutes of meetings shall be promptly recorded and open to public inspection. The Authority shall ensure compliance with recordkeeping obligations for meetings, including preservation of minutes, agendas, and any materials distributed in connection with meetings to the extent they constitute public records.

c. *Communications and Use of Technology*. Board Members shall refrain from using electronic communications, intermediaries, or serial communications to circumvent open meeting requirements. Use of electronic media, including email and text messaging, to discuss matters that foreseeably come before the Board or a committee must comply with Section 286.011 and related guidance.

d. *Curing Procedures*. If a potential Sunshine Law issue is identified, the Authority may undertake curative measures as permitted by law, including re-noticing and re-voting on items in an open and properly noticed meeting to cure procedural defects.

e. *Defense and Indemnification*. Subject to Sections 4 and 5, the Authority may defend and indemnify an Eligible Person for non-willful, good-faith alleged violations arising out of acts or omissions within the scope of official duties related to Section 286.011 and Chapter 286, provided that no defense, advancement, indemnification, or reimbursement will be provided for knowing or willful violations, personal fines, penalties, or sanctions imposed for such violations.

f. *Training and Cooperation*. Eligible Persons shall participate in periodic training regarding open meetings, public notice, minutes, and use of electronic communications. Eligible Persons must promptly notify the General Counsel of any complaint, demand, or litigation alleging a Sunshine Law violation and cooperate with investigations and remedial measures.

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13.3 Florida Ethics Laws – Chapter 112, Part III Compliance

The Authority and all Eligible Persons shall comply with Chapter 112, Part III, Florida Statutes (Code of Ethics for Public Officers and Employees), including but not limited to provisions governing solicitation and acceptance of gifts, unauthorized compensation, misuse of public position, voting conflicts, conflicting employment or contractual relationships, and financial disclosure requirements. Without limitation:

a. *Prohibited Conduct*. Eligible Persons shall not corruptly use or attempt to use their official positions to secure a special privilege, benefit, or exemption. Eligible Persons shall not solicit or accept anything of value based on an understanding that their official action would be influenced; shall avoid unauthorized compensation; and shall avoid conflicting employment or contractual relationships as prescribed by law.

b. *Voting Conflicts and Abstention*. Eligible Persons shall comply with voting conflict requirements, including disclosure and abstention procedures where applicable, and shall timely file any required memoranda of voting conflict.

c. *Gifts and Reporting*. Eligible Persons shall comply with gift prohibitions, valuation rules, and reporting requirements, including any limits applicable to specified donors and lobbyists, and shall timely file any required quarterly gift disclosure forms.

d. *Financial Disclosure*. Eligible Persons shall timely file all required financial disclosure forms and amendments, and shall respond to any inquiries or requests by the Florida Commission on Ethics.

e. *Defense and Indemnification*. Subject to Sections 4 and 5, the Authority may defend and indemnify an Eligible Person for non-willful, good-faith alleged ethics violations arising from acts or omissions within the scope of official duties. The Authority shall not provide defense, advancement, indemnification, or reimbursement for knowing or willful violations or for personal fines, penalties, or sanctions imposed for ethics violations.

f. *Cooperation and Training*. Eligible Persons must promptly notify the General Counsel of any ethics complaint, inquiry, or proceeding; cooperate fully with ethics investigations; and participate in training concerning ethics compliance, conflicts of interest, and financial disclosure.

g. *Non-Retaliation*. No adverse action shall be taken against any person for making a good-faith report of a potential ethics or Sunshine Law concern or for cooperating in an investigation; however, this provision does not limit lawful personnel actions or remedies available to the Authority.

14. Non-Exclusivity; No Third-Party Beneficiaries

This Policy is not exclusive of any other rights to which an Eligible Person may be entitled under statute, insurance, or other Authority policies. Indemnification hereunder coordinates with, and

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does not duplicate, any rights under Authority resolutions, employment agreements, or insurance. Indemnification inures to the benefit of the Eligible Person's heirs, executors, administrators, and legal representatives. Nothing herein creates any rights in favor of any third party, claimant, or person other than the Authority and the Eligible Person seeking coverage. This Policy does not create a contract of insurance.

15. Severability

If any provision of this Policy is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

16. Amendment and Review

This Policy may be amended or repealed by the Board. The Executive Director and General Counsel shall review the Policy periodically for legal compliance, alignment with best practices, and coordination with insurance coverage, and may recommend updates to the Board.

17. Administration

The Executive Director and General Counsel are responsible for administering this Policy, including implementing procedures for intake, eligibility determinations, billing controls, insurer coordination, and reporting to the Board on material developments and claims trends.

18. Effective Date and Application

This Policy is effective as of the date indicated above and applies to Claims first made or asserted on or after the effective date, including Claims arising from acts or omissions occurring before the effective date if permitted by law and approved by the Board. Retroactive application requires a Board finding that the acts were within scope and in good faith, that application is consistent with law, and, where applicable, insurer consent.

Approved and adopted by the Board of the St. Johns County Airport Authority on _____.

ST. JOHNS COUNTY AIRPORT AUTHORITY

By: _____
Nick Primrose, Chairman

ATTEST:

By: _____
Michelle Cash-Chapman, Secretary/Treasurer

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