# Naples City Council and Naples Airport Authority
# Joint Meeting Minutes

**Monday, July 6, 2026, City Chambers at City Hall, 735 8th Street South, Naples, Florida.**

**1. Call to Order and Roll Call**

A joint special meeting between The City of Naples Airport Authority Board and City Council was called to order on Monday, July 6, 2026, at 9:00 a.m. The meeting was noticed as a joint public special meeting between the City of Naples City Council and the City of Naples Airport Authority Board.

City Council roll call: Council Member Berne Barton participated remotely; Council Member Bill Kramer, Council Member John Krol, Council Member Linda Penniman, Council Member Scott Schultz, Vice Mayor Ted Blankenship, and Mayor Teresa Heitmann were present. Council Member Penniman was later noted as absent during polling on the July 20 special meeting date.

City of Naples Airport Authority Board roll call: Board Member Ralph Alberto, Board Member Michelle Arnold, Board Member Robert P. Burns, and Chair Terrence W. Cavanaugh were present; Vice Chair John Crees was absent due to pre-planned travel out of the country.

**2. Pledge of Allegiance**

The Pledge of Allegiance was recited.

**3. Set Agenda**

City Attorney McConnell clarified that agenda Items 5.A and 5.B were intended to be considered together, with Item 5.B identifying related backup documents, and that the same structure applied to Items 6.A and 6.B. Executive Director Rozansky requested that the City's proposed lease term sheet, which had been provided to Authority counsel the prior week, be incorporated into the record under Item 5.B. There was no objection to including the term sheet in the record.

**4. Public Comment**

Jennifer Hollander, representing Friends of the Naples Municipal Airport, stated that her comments summarized a July 2, 2026 letter submitted to the City Attorney regarding the Authority's ordinance proposal and requested that the letter be entered into the public record. She urged consideration of the Authority's proposal as a constructive path to defining the City's role, emphasized the use of FAA definitions for aeronautical, mixed, and

non-aeronautical uses, and stated that the City's proposed lease term sheet appeared to emphasize control rather than coordination.

Keith West, of 304 Citation Point and representing the Naples Airport Tenants Council, opposed the City's proposed lease approach, stated that he believed the proposal was not being pursued in good faith, and urged the Airport Authority Board not to negotiate a lease with a party he believed was seeking control of airport operations.

Jose Cabrera, a board member of Responsible Government Naples and President of the Florida Aviation Business Association, stated that the existing lease already allows the Authority to maintain and improve the airport, opposed what he characterized as expanded municipal control over airport development and operations, and urged the parties to respect the existing lease and return to a cooperative relationship.

Christel Johnson, affiliated with Friends of the Naples Municipal Airport and a long-time airport tenant, objected to the City's proposed lease terms, stated that they appeared to seek control of the airport, and urged City Council to allow the airport sponsor to continue managing the airport under applicable law and FAA regulations.

Scott Cameron, a Naples resident, pilot, and Lee County Port Authority member, stated that a lease requires two willing parties, opposed what he characterized as an effort to control the airport for political purposes, and urged City Council to listen to the Airport Authority and allow it to continue operating the airport.

**5. City of Naples Chapter 164 Conflict Resolution Process**

Mayor Heitmann opened the discussion by stating that the intent of the Chapter 164 process was to continue good-faith discussions on options that could avoid litigation and address the City's ownership interests, lease concerns, and role in matters affecting the airport. City Attorney McConnell summarized the process work completed after the prior joint meeting, including meetings with FAA representatives in Washington, D.C. and the FAA regional office, and explained that a voluntary transfer of airport sponsorship would begin with an assignment and assumption agreement signed by both parties, followed by FAA review of whether the proposed sponsor was legally, financially, and operationally capable of assuming the existing federal obligations related to the airport.

Chair Cavanaugh stated that, in his view, the City had presented two high-level concepts: the City or a City-created entity taking over airport operation or sponsorship, and the parties renegotiating the lease. He explained that, based on legal advice he had received, he believed the Authority could not agree to relinquish its statutory responsibilities under state law or give away authority to operate the airport without action by the Legislature. Member Alberto similarly stated that he was bound by his oath and by state law, and that

he could not support assisting the City in reversing or circumventing House Bill 4005. Member Arnold concurred that the Authority should follow the law and stated that she did not support the City becoming the airport sponsor. Member Burns stated that he supported the concept of the City becoming the airport sponsor because the City owns the land and because the lease expires in 2069, but expressed concern about the process and the timing of a vote on the issue.

Following discussion and several attempts to clarify language, Chair Cavanaugh moved that the Authority Board not accept the Airport Proposal submitted by the City to the Authority on May 13, 2026. Member Arnold seconded the motion. The motion carried 3-1, with Chair Cavanaugh, Member Alberto, and Member Arnold voting in favor and Member Burns voting against.

Member Arnold then moved that the Authority Board reject supporting the City becoming the airport sponsor. Chair Cavanaugh seconded the motion. The motion carried 3-1, with Chair Cavanaugh, Member Alberto, and Member Arnold voting in favor and Member Burns voting against.

After the Authority Board votes, the parties discussed the effect of the votes on the voluntary sponsorship path. Council Member Kramer stated that because an assignment and assumption agreement would have to be signed by both parties, the Authority Board's vote ended the voluntary sponsorship path unless both parties later agreed otherwise. City Attorney McConnell stated that the sponsorship question involved a voluntary transfer and that the lease amendment discussion remained a second path toward potential resolution.

**6. City of Naples Airport Authority Chapter 164 Conflict Resolution Process**

City Attorney McConnell and the parties turned to the City's proposed lease term sheet and the Authority's Chapter 164 issues regarding land use, zoning, aeronautical use, non-aeronautical use, and the respective roles of the City and Authority. Chair Cavanaugh stated that he had reviewed the City's lease term sheet and did not view it as a productive step forward because, in his view, it appeared one-sided, did not reflect the substance of prior discussions, and would leave the Authority as sponsor in name while effectively giving the City operational control. City Attorney McConnell responded that he drafted the term sheet to protect the City's interests and stated that the Authority and its counsel had the opportunity to provide their own proposed terms.

Council Members and Authority representatives discussed whether the parties should focus on specific objections to the term sheet and whether the only value the City could offer in reopening the 1969 lease was time. Discussion included potential lease term extensions, rent or compensation, valuation methodology, the need for a negotiated

number that could be justified to federal regulators, and whether a financial or appraisal review could be completed within the time available.

After a short break, the discussion shifted to the relationship between the lease negotiations and the Authority's proposed ordinance or resolution addressing aeronautical and non-aeronautical uses. Executive Director Rozansky stated that although the agenda listed separate conflicts, the issues overlapped and could be discussed as part of a global resolution. Chair Cavanaugh stated that any reworked resolution addressing the Authority's concerns should run in tandem with any renegotiated lease. Vice Mayor Blankenship and others emphasized that the immediate work product should be an updated term sheet or framework identifying items the Authority could accept, items it could not accept, and areas requiring further negotiation.

The parties discussed the major threshold issues to be addressed before the next joint meeting, including the definitions of aeronautical and non-aeronautical uses, the distinction between safety matters and matters subject to City review, whether City Council should have an advisory or approval role for certain items, the lease term, and compensation. The discussion also included whether ordinance or zoning language should be separate from lease language, with participants generally recognizing the need for compatibility between any lease provisions and City code or ordinance provisions, while also recognizing that land development regulations may not belong directly within a lease.

Council Member Kramer moved to direct the City Attorney to work with the Authority's attorneys toward an amended lease or lease term framework agreeable to both sides at approximately 80 to 90 percent completion and to schedule a joint meeting for July 20, 2026, at 9:00 a.m. Council Member Barton seconded the motion. The City Council was polled regarding the date, with Council Member Penniman noted as absent. The Authority Board members present were also polled regarding availability; Chair Cavanaugh, Member Alberto, and Member Arnold confirmed availability, and Member Burns stated that he may need to participate remotely for health reasons. Vice Chair Crees was absent.

City Attorney McConnell recommended publishing available materials by July 15 and supplementing the materials on July 17 if language continued to be refined. The parties also discussed that attorneys and staff from both sides would need to work together directly rather than merely exchanging drafts, with the City Manager and Executive Director involved as appropriate.

The parties further discussed whether lease language could address the Authority's concerns about the City's ordinance proposal. Mr. Owens noted that whether zoning or land-use provisions could be placed in a lease raised questions of Florida law and

proprietary versus police-power authority. Mr. McConnell suggested that a matrix clarifying what the Authority could approve on its own and what would require City processes could be useful, while Mr. Owens cautioned that a lease amendment alone may not resolve issues for other airport stakeholders who would not be parties to the lease.

The discussion then turned to the South Quadrant improvements, which had been used as an example during the Authority's conflict assessment meeting. Executive Director Rozansky explained that the project was an example of primarily aeronautical-use elements and that the Authority was seeking clarity on how such a project would be handled. He stated that the project had not yet been submitted because final bid documents were being completed. The project was described as separate from the old terminal and involving box hangars, taxiway improvements, stormwater, and perimeter service road or taxiway connector elements. Mayor Heitmann stated that the discussion illustrated the type of transparency and clarity the City sought regarding airport development and approval processes.

**7. Discuss Potential Resolutions**

The potential resolution discussion occurred largely within Items 5 and 6. The Authority Board rejected the City's May 13, 2026 Airport Proposal and rejected supporting the City becoming the airport sponsor. The remaining potential resolution path focused on continued negotiation of lease terms and related ordinance or code language addressing aeronautical and non-aeronautical uses, safety-related matters, compatibility with the City's comprehensive plan, and the respective approval roles of the City and the Authority. The next joint meeting was identified for July 20, 2026, at 9:00 a.m., subject to notice and publication of supporting materials.

**8. Public Comment**

Crystal Johnson, speaking on behalf of airport tenants, objected to tying the lease negotiations to the City's lawsuit, expressed concern that the proposed lease discussions were being rushed, and opposed City control over airport sponsorship or land leases.

Jose Cabrera, representing Responsible Government Naples and the Florida Aviation Business Association, stated that litigation was not the only option, urged the City to drop what he characterized as a pursuit of control, stated that the existing lease remained valid, and urged the parties to continue working collaboratively without tying appointment powers or control issues to lease renewal discussions.

Mayor Heitmann responded after public comment to state that she had not asked Executive Director Rozansky to resign but had previously stated that she lacked confidence that he shared the same vision as the City's comprehensive plan, codes, and community

objectives. She stated that the City did not want to dictate airport operations but sought oversight as landowner and sought to protect public safety and quality of life. Executive Director Rozansky responded that the Authority's job is to operate a safe and efficient airport, that the City's land development code provides very limited guidance on the airport utilization plan, and that the Authority hoped to resolve ambiguities for the benefit of future officials, tenants, businesses, and the community.

**9. Correspondence and Communications**

No separate communications or correspondence were discussed beyond materials and follow-up items addressed during Items 5 through 8

**10. Adjournment**

With no further business, the meeting adjourned at approximately 6:13 p.m.

Christopher A. Rozansky
Secretary

NOTE: These minutes were prepared by Microsoft Copilot using a verbatim transcript. Printed copies of all visual presentations, transcripts and handouts are on file at the NAA's offices. The video of this meeting can be found online at www.naplesgov.com.

**Lease Terms Sheet**
**City of Naples and Naples Airport Authority**

1. **PARTIES**. Lessor: City of Naples ("City") Lessee: Naples Airport Authority ("Airport").
2. **SUPERSESSION**. Replacement lease will expressly supersede the December 3, 1969, lease and any prior related understandings regarding control and subletting.
3. **PREMISES**. City retains fee simple ownership of airport land. Airport receives leasehold rights sufficient to operate the airport. Lease to include updated legal description and exhibits (including any non-aeronautical parcel delineations as applicable). (Should include exhibit identifying: city-owned airport land, Airport Authority-owned land, FAA grant-funded land, etc.).
4. **TERM** [PLACEHOLDER] commencing [PLACEHOLDER]. Renewal/extension option [PLACEHOLDER]. Add provision for payment as well.
5. **LEASE PAYMENT**. The Airport shall pay _____ monthly/yearly for use of the Airport Property. (To include annual percentage increase similar to CPI in commercial leases). Such payment shall be made no later than the 5th day of every month (or October 30th if yearly payment).
6. **PURPOSE**. Airport to operate, maintain, develop, and improve the airport consistent with applicable laws and regulations. Uses of property (aeronautical and permitted non-aeronautical) to be defined and tied to approved planning documents and City approvals.
7. **GOVERNANCE**. Establish a standing City and Airport coordination process. Include a structured dispute escalation process; include intergovernmental conflict resolution concepts where appropriate.
8. **FAA PREEMPTION**. The Airport may not, on its own, determine that City Approvals are preempted. Any claimed preemption must be supported by FAA written determination, court order, or mutually accepted legal opinion.
9. **LAND USE AUTHORITY**. Nothing herein shall be construed as a waiver, delegation, limitation, or surrender of the City's governmental, regulatory, police-power, land-use zoning, comprehensive planning, building, fire, stormwater, environmental, life-safety, code enforcement, or permitting authority.
10. **DEVELOPMENT FRAMEWORK**. Airport to prepare and submit an Airport Utilization Plan to City Council for approval; updated periodically (at least every three (3) years) and to include current development and identified future development. Plan must be consistent with the replacement lease and any approved sublease and preserve safety, utility, and efficiency of the airport. The Airport shall submit mandatory interim amendments to the Utilization Plan before any material new project, new non-aeronautical use, commercial passenger expansion, major sublease, or significant change in airport intensity.
11. **CITY APPROVAL MATRIX**. Replacement lease will contain an objective approval matrix establishing which actions require: (a) Airport-only action; (b) notice/consultation; or (c) City Council approval. City approval required, at minimum, for: (i) new vertical construction or material redevelopment on City-owned land;(ii) material expansions of

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footprint/intensity/use category; (iii) long-term ground subleases or other long-term encumbrances; (iv) non-aeronautical development not clearly within an approved Utilization Plan; and (v) transactions that may affect City fee title or create long-term third-party rights.

12. **SUBLEASES, CONCESSION, AND TENANT IMPROVEMENTS**. Airport may enter subleases consistent with the approved Utilization Plan and the lease. Subleases and tenant development agreements must include required flow-down provisions (insurance, indemnity, compliance, reporting, assignment limits, and City access/inspection). Major subleases and/or tenant construction to require City approval per the approval matrix.
13. **ASSIGNMENT**. Any assignment, transfer, or other disposition of the Airport's interest in the replacement lease requires City's prior written consent (standard and criteria to be negotiated).
14. **CAPITAL IMPROVEMENTS**. Airport to maintain a rolling Capital Improvement Plan (CIP) coordinated with the Utilization Plan; define project categories and thresholds for City approval; define funding approach and cost responsibility allocation for shared infrastructure.
15. **FINANCIAL TERMS**. If financial terms change from nominal rent, document a clear value exchange and permissible use structure. Service reimbursements (police/fire/security/other municipal services) to be defined and coordinated with applicable interlocal/service agreements.
16. **REPORTING/RECORDS/AUDIT**. Airport to provide periodic reporting to City (financials, tenant/sublease roster, CIP/Utilization Plan status, insurance certificates). City audit rights for defined categories, subject to reasonable procedures and confidentiality where applicable.
17. **COMPLIANCE**. Airport and subtenants must comply with applicable laws, ordinances, rules, and regulations. Define processes and timelines to coordinate City land use/building review with airport operational needs.
18. **INSURANCE/INDEMNITY**. Modernized insurance and indemnity regime. Airport indemnifies City for claims arising from Airport-controlled operations/tenancies; City indemnifies Airport for City-controlled retained risks. Insurance limits and additional insurance requirements to be specified and flowed down to subtenants.
19. **ENVIRONMENTAL**. Baseline environmental allocation, reporting duties, and remediation coordination; subtenant hazardous materials controls.
20. **DEFAULT/REMEDIES**. Establish modern default, notice, and cure provisions; specify remedies; provide continuity-of-operations protections during disputes and cure periods, subject to immediate safety exceptions.
21. **SURRENDER**. At expiration/termination: deliver copies of subleases and key contracts; turnover records; condition standards for surrender; clarify ownership/reversion of improvements and treatment of subtenant improvements.

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22. **CONDITIONS/APPROVALS**. City Council and Airport board approvals at duly noticed meetings as required; final form subject to legal review and negotiation of exhibits (Premises, Utilization Plan process, approval matrix, standard sublease provisions, insurance schedule).
23. **DEMISED PREMISES**. Upon the expiration or sooner termination of the Term the Airport covenants and agrees that it shall surrender and deliver to the city the Demised Premises together with all Improvements thereon as well as all Equipment. The intent being that when the Demised Premises are returned to the City, (i) all Equipment shall become the property of the City and (ii) the Demised Premises shall be in good condition and maintained to the standards provided herein all of which shall be free and clear of any and all occupancies liens debts or encumbrances of whatsoever kind nature and description except with respect to such leased Equipment unless to the extent otherwise agreed by the City in writing. This provision shall survive the expiration or sooner termination of this Agreement.
24. **TITLE TO IMPROVEMENTS.** Title to all Improvements including without limitation all fixtures currently existing or added to the Demised Premises by the Airport or any Subtenants and any Fixtures or Equipment now shall vest in the City on the Execution Date or immediately upon annexation or construction of such Improvements as the case may be except where Subleases or other agreements provide that title thereto shall remain in the Subtenants or other third persons in which event such title shall vest in the City not later than the expiration or sooner termination of this Agreement. The Airport may not apply for, accept, amend, or close out any FAA grants affecting City-owned land without prior City Council approval.
25. **NON-BINDING.** This term sheet is intended as an outline only and is non-binding except for any expressly stated binding provisions to be identified in the final document.
26. **NO LIENS.** The Airport shall keep the Premises and Improvements free of, and shall promptly discharge or transfer to bond, any construction, mechanic's, or other lien arising from the acts of the Airport or its subtenants. No such lien shall attach to the City's fee or reversionary interest, and nothing herein constitutes the City's consent to subject its interest to any lien.
27. **CASUALTY AND CONDEMNATION.** In the event of casualty, the Airport shall apply insurance proceeds to restore the Improvements, subject to applicable federal and lender requirements. In any third-party taking, the City and the Airport shall each be entitled to the portion of the award attributable to their respective interests, fee and reversion to the City and leasehold and Improvements to the Airport, determined under Florida law, and neither party shall take a position in the proceeding that impairs the other's recognized interest.
28. **HB 4005**. The Airport and City shall prepare and approve a joint resolution to the State of Florida requesting amendments to the Airport Authority Act. (Amendments to be discussed by both boards at a future meeting).

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29. **SOVEREIGN IMMUNITY; VENUE; GOVERNING LAW; DISPUTE CONDITION PRECEDENT.** Nothing herein waives either party's sovereign immunity or the protections of section 768.28, Florida Statutes, beyond any waiver expressly provided by law. This Lease shall be governed by Florida law, and venue for any judicial proceeding arising under it shall lie exclusively in the state courts in Collier County, Florida.
30. **SEVERABILITY.** If any provision is held invalid or unenforceable, the remainder shall continue in effect and the parties shall substitute a valid provision that most nearly achieves the original intent, consistent with their respective authority and federal obligations.

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**Definitions**

88 Fed. Reg. 85474 (Dec. 8, 2023)

***Aeronautical Use*** — The FAA considers the aeronautical use of an airport to be any activity that involves, makes possible, is required for the safety of, or is otherwise directly related to, the operation of aircraft. Aeronautical use includes services provided by air carriers related directly and substantially to the movement of passengers, baggage, mail, and cargo at the airport. . . . Land on which an aeronautical activity takes place is by its nature aeronautical use (*e.g.*, drop zone, apron, hangar).

***Airport Purpose*** -- Uses of land that are (1) directly related to the actual operation or the foreseeable aeronautical development of a public airport and (2) whose nonaeronautical components do not conflict with existing or foreseeable aeronautical needs/demands. . . .

These are situations where a primary aeronautical facility has some nonaeronautical components, including parking, that support that facility's core aeronautical function within its operation.

***Non-Aeronautical Use --*** All other uses that are not considered aeronautical or airport purpose.

***Mixed Uses*** — A mixed-use facility contains both aeronautical and non- aeronautical uses, but the non- aeronautical use could be located off airport property.

# NOTICE OF JOINT PUBLIC SPECIAL MEETING AND AGENDA

**City Hall Council Chambers**
**735 8th Street South, Naples, Florida**

**Mayor: Teresa Heitmann**
**Vice Mayor: Ted Blankenship**
**City Council Members:**
**Berne Barton, William Kramer,**
**John Krol, Linda Penniman, and Scott Schultz**
**City Attorney: Matthew McConnell**
**City Clerk: Patricia Rambosk**
**City Manager: Gary Young**

**Naples Airport Authority Board**
**Chair: Terrence W. Cavanaugh**
**Vice Chair: John Crees**
**Board Members:**
**Ralph Aberto, Michelle Arnold, and Robert P. Burns**
**Executive Director: Chris Rozansky**
**Authority Attorney: William L. Owens**

**One or more other elected or appointed officials may be in attendance at this meeting.**

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Welcome to today's Joint Public City Council Special Meeting between the City of Naples City Council and the City of Naples Airport Authority Board. If you wish to address the City Council or Authority regarding an item listed on this agenda, please complete a registration form at the rear of the room and place it in the Speaker Request Box located on the Council dais prior to consideration of that item. Public comments will be heard during Item 4 and during specific agenda items. Another opportunity for public comments will be provided at the end of the meeting. We ask that speakers limit their comments to 3 minutes and that large groups name a spokesperson whenever possible. Thank you for your interest and participation.

**Pledge of Civility**

It is the desire of the City of Naples and the City of Naples Airport Authority to encourage the open exchange of ideas, fair discussion of the issues, and the participation of all persons in government, therefore, we pledge to be respectful of each other even when we disagree, to direct all comments to the issues, and to avoid personal attacks during all meetings and workshops.

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**Joint Public Special Meeting of City of Naples City Council and City of Naples Airport Authority Board**
**Monday, July 6, 2026**
**1:00 PM**

**All proposed ordinances and information on other items listed below, which have been provided in advance of this meeting, may be inspected (i) in the office of the City Clerk, Room B, City Hall, or on the City of Naples home page https://www.naplesgov.com/ or call the City Clerk's Office, 213-1015 and (ii) at the office of the Executive Assistant, General Aviation Terminal Building, 2nd Floor, 160 Aviation Drive North, Naples, Florida 34104 or on the Authority's website (https://www.flynaples.com/agendas-minutes-videos/). All written, audio-visual, and other materials presented to the City Council or Authority Board in conjunction with**

**deliberations during this meeting will become property of the City of Naples and City of Naples Airport Authority and will be retained by the City Clerk and City of Naples Airport Authority.**

1. **CALL TO ORDER AND ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **SET AGENDA (add or remove items)**

4. **PUBLIC COMMENTS**

5. **CITY OF NAPLES CHAPTER 164 CONFLICT RESOLUTION PROCESS : Consider the statement of issues prepared in the conflict assessment phase, try and seek an agreement and schedule additional meetings if needed of the entities in conflict, or of their designees, to continue to seek resolution of multiple issues of conflict, including, without limitation, the following:**

   5.A. (a) whether the conversion of the Airport Authority from a dependent special district of the City, controlled by the City, to an independent special district, not controlled by the City, through House Bill 4005, frustrates the purpose upon which the lease and related agreements were entered, rendering them unenforceable; (b) whether House Bill 4005 effects a transfer of the power to operate the Naples Airport in a manner that requires referendum approval under Article VIII, Section 4 of the Florida Constitution; (c) whether the conversion of the Airport Authority from a dependent special district to an independent special district through House Bill 4005 created a new independent district without complying with the requirements of section 189.031, Florida Statutes; (d) whether the new, stringent qualification requirements for election to the board of the Airport Authority unlawfully restrict candidacy, voter choice, or other protected rights; and (e) any other issue, argument, claim, or dispute arising out of or related to House Bill 4005, the statutory authority of the Airport Authority, the lease or other agreements between the parties, the City's ownership interests, or the operation, control, or governance of the Naples Airport;

   5.B. Documents regarding the City of Naples Chapter 164 Conflict Resolution Process
   4-15-26 Naples City Council Resolution 2026-15847
   4-16-26 Letter from the City to the Authority
   4-20-26 Letter from the Authority to the City
   5-11-26 Agenda for the City of Naples Ch. 164 Conflict Assessment Meeting
   5-13-26 Airport Proposal from the City to the Authority
   5-22-26 Letter from the Authority to the City (requesting more information regarding the City's Airport Proposal)
   6-9-26 Agenda for the City of Naples Ch. 164 Joint Public Meeting
   99-Year Lease between the City and the Authority dated 12-3-69

6. **CITY OF NAPLES AIRPORT AUTHO RITY CHAPTER 164 CONFLICT RESOLUTION PROCESS: Consider the statement of issues prepared in the conflict assessment phase, try and seek an agreement and schedule additional meetings if needed of the entities in conflict, or of their designees, to continue to seek resolution of multiple issues of conflict, including, without limitation, the following:**

6.A. (a) whether the City's attempts to exercise land use, zoning, and other authority over aeronautical land uses and activity at the Naples Municipal Airport (the "Airport" or "Naples Airport") is preempted by federal law and contrary to Florida law; (b) whether the City may terminate or deem unenforceable the 99-year lease between the City and the Authority, dated December 3, 1969 (the "Lease") without first obtaining Federal Aviation Administration approval to close the Airport pursuant to federal law or first obtaining an Airport Operating Certificate and becoming an airport sponsor pursuant to federal law; (c) whether the City may terminate or deem unenforceable the Lease without the Authority's consent unless it first obtains Federal Aviation Administration approval for a change in ownership or governance of the Airport; (d) whether the City can obtain an Airport Operating Certificate and become an airport sponsor pursuant to federal law without obtaining the approval of the Federal Aviation Administration, which approval is subject to federal law, so long as the Authority does not consent to such actions by the City; (e) whether the City can obtain an Airport License pursuant to Florida law, if the Authority does not consent to such actions by the City; and (f) any other issue, argument, claim or dispute arising out of or related to laws affecting the Authority, the City or the Airport, the Lease or other agreements between the City and the Authority, regulation of aeronautical land uses and activity at the Airport and/or the respective rights and interests of the City and the Authority with respect to the Airport and related matters.

6.B. Documents regarding Naples Airport Authority Chapter 164 Conflict Resolution Process

4-30-26 Authority Board Resolution 2026-3
4-30-26 Letter from the Authority to the City
5-20-26 Ordinance Proposal from the Authority to the City
5-26-26 Agenda for the Naples Airport Authority Ch. 164 Conflict Assessment Meeting
6-9-26 Agenda for the Naples Airport Authority Ch. 164 Joint Public Meeting
Letter from Authority Aviation Counsel to City Attorney dated 1-15-26 (regarding proposed land use ordinances)
Letter from the Authority to Planning Advisory Board dated 5-12-26 (regarding proposed Comprehensive Plan amendments)

**7. DISCUSS POTENTIAL RESOLUTIONS**

**8. PUBLIC COMMENTS**

**9. COMMUNICATIONS AND CORRESPONDENCE**

**10. ADJOURNMENT**

**NOTICE**

FORMAL ACTION MAY BE TAKEN ON ANY ITEM DISCUSSED OR ADDED TO THIS AGENDA. ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL OR AUTHORITY BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING (OR HEARING) WILL NEED A RECORD OF THE PROCEEDINGS AND MAY NEED TO ENSURE

THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE HEARD. ANY PERSON WITH A DISABILITY REQUIRING AUXILIARY AIDS AND SERVICES FOR THIS MEETING MAY CALL THE CITY CLERK'S OFFICE AT (239) 213-1015 OR (II) THE AUTHORITY'S EXECUTIVE ASSISTANT, ROSANA JARAMILLO, AT (239) 643-0733 WITH REQUESTS AT LEAST TWO BUSINESS DAYS BEFORE THE MEETING DATE.