



City of Naples

City Council Chamber
735 Eighth Street South
Naples, Florida 34102

City Council Joint Special Meeting with the Naples Airport Authority

July 6, 2026 – 1:01 p.m.

It is noted for the record that all: 1) documentation electronically appended hereto is also contained in the file for this meeting with the City Clerk's Office and added attachments are referenced in red as "Added Attachment".

1) CALL TO ORDER AND ROLL CALL

City Council Members Present

Teresa Heitmann, Mayor
Ted Blankenship, Vice Mayor

Berne Barton
Bill Kramer
John Krol
Linda Penniman (left at 2:51 p.m.)
Scott Schultz

Staff Present:

Gary Young, City Manager

Matthew McConnell, City Attorney
Jessica Hernandez, Deputy City Clerk

Naples Airport Authority Members Present:

Terrence Cavanaugh, Chair

Ralph Alberto
Michelle Arnold
Robert Burns

Naples Airport Authority Members Absent:

John Crees, Vice Chair

Others Present:

Christopher Rozansky
Caitlin McCusker (via Zoom)
Jennifer Holander
Jose Cabrera
Scott Cameron

Steven Taber (via Zoom)
Jamie Cole (via Zoom)
William Owens
Peter Kirsch
Keith West
Christel Johnson

2) PLEDGE OF ALLEGIANCE

Mayor Heitmann led the Pledge of Allegiance.

3) SET AGENDA (add or remove items)

City Manager Gary Young clarified that Agenda Items 5.A and 5.B addressed the same subject, with Item 5.A being the discussion portion and Item 5.B pertaining to previously provided documents. He noted the same distinction applied to Item 6.A and 6.B. Naples Airport Authority (NAA) Attorney Owens noted that Board Member Crees was unable to attend, including remotely, due to an unavoidable conflict.

NAA Executive Director Christopher Rozansky stated that the City Attorney's Office had provided a document containing draft lease terms to the NAA the previous week and requested that it be added into the official meeting minutes.

4) PUBLIC COMMENTS

Jennifer Hollander, representing Friends of Naples Municipal Airport, Inc., (FONA) stated that she had provided a letter to City Attorney Matthew McConnell on July 2, 2026 and requested that it be entered into the record. She summarized the letter urging City Council that it adopt the

Naples Airport Authority's (NAA) proposed May 20, 2026 ordinance, stating that it incorporated Federal Aviation Administration (FAA) definitions of aeronautical, mixed-use, and non-aeronautical uses; preserved a City role in reviewing non-aeronautical projects; and could clarify the parties' respective responsibilities. Attorney Hollander expressed opposition to the City's proposed lease terms, stating that it appeared to emphasize City control rather than coordination. She asked that the City provide an aviation law analysis explaining to the public how the proposed lease terms are viable and consistent with federal law. She urged the City Council and the NAA to set aside the proposed lease terms, and conclude the Chapter 164 process to avoid prolonged litigation and the expenditure of public funds and resources. **Keith West** stated that he represents the Naples Airport Tenants Council. He expressed opposition to the City Council's efforts to renegotiate the airport lease, stating the view that the City's proposed lease terms are legally unsupportable and intended to increase City control over airport operations. He urged the NAA not to renegotiate the lease, expressing the view that the City Council was not negotiating in good faith. He expressed concern that the City's actions could limit airport operations and harm airport businesses and the local economy. **Jose Cabrera**, Board member of Responsible Government Naples and President of the Florida Business Aviation Association, expressed opposition to the City's proposed lease terms, stating that the existing lease authorized the NAA to make improvements necessary to maintain a safe, efficient, and economically operated airport but asserted that, if implemented, the City's proposal would require City approval for major airport development, long-term subleases, utilization plans, capital improvements, the acceptance of FAA grants, and numerous operational decisions. He urged the NAA to consider whether continuing lease negotiations would be productive and expressed concern that continued litigation could negatively affect airport operations, businesses, and future investment. **Christel Johnson**, Naples Municipal Airport tenant and member of FONA, expressed opposition to the City's proposed lease terms, stating that they would increase the City's control over airport operations, conflict with recently enacted state law and FAA requirements, interfere with existing tenant and business contracts, and subject the NAA to potential legal liability, noting specifically, an indemnification provision affecting liability for resulting claims. She urged City Council to accept the recently enacted law, providing for the election of NAA Board Members, referencing prior City Council appointees who had rejected airport improvements and grants. **Scott Cameron**, Naples resident, founding member of FONA, and member of the Lee County Port Authority, stated that only one party appeared willing to renegotiate the lease and expressed the view that the City sought greater control of the Airport for political purposes. He described the Naples Municipal Airport as a significant community asset with substantial economic impact and urged the City Council to allow the NAA to continue managing airport operations, while providing suggestions as appropriate.

[Correspondence Letter dated July 2, 2026 \(J. Hollander-Added Attachment\)](#) 

It is noted for the record that the meeting recessed from 2:51 p.m. to 3:07 p.m. Upon reconvening, the same Council Members and NAA Board Members were present, except Council Member Penniman, who did not return for the remainder of the meeting. The meeting recessed again from 4:51 p.m. to 5:03 p.m. during Item 5.A, after which the same Council Members and NAA Board Members were present. Although Item 5.A was tabled to allow consideration of Item 6.A, it appears below in its entirety.

- 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;

Mayor Heitmann introduced the item and stated that the purpose of the discussion was to provide clarity regarding the City's proposals and determine an appropriate path forward.

Chair Cavanaugh stated that, because the Naples Airport Authority (NAA) had not previously met as a body to discuss the matter, he would seek feedback from NAA Board Members regarding his understanding of prior input from both parties, advice from NAA's legal counsel, and his personal views on the matter. He then provided an opening statement, describing two separate proposals from the City requesting that NAA agree to: (1) transfer airport sponsorship to the City, or (2) renegotiation of the existing lease. He said he received legal advice from the Naples Airport Authority's (NAA) legal counsel that the NAA could not legally accept a transfer of sponsorship as a result of House Bill (HB) 4005 becoming law. Furthermore, he expressed the view that the NAA should not ask the State Legislature to rescind any portion of HB 4005 or the Enabling Act. He stated that the two proposals appeared mutually exclusive and asked each Board Member whether either proposal warranted further discussion.

City Attorney McConnell stated that the NAA's May 22, 2026, letter to City Manager Gary Young asked five procedural questions rather than objecting to the City's proposal. He recalled that, at the June 9, 2026 Naples City Council and Naples Airport Authority Joint Meeting, both bodies agreed that the questions would be answered before the NAA determined whether to support the proposal. He then asked whether the NAA's position had changed and whether it had already decided on the proposal regardless of the responses. In response, Chair Cavanaugh expressed frustration that the questions, which he stated had remained unchanged, had not yet been answered and that, based on his understanding of the legal issues, he did not believe state law allowed the NAA to move forward with the proposal and therefore no longer needed responses. Following discussion, Chair Cavanaugh clarified that his comments reflected his personal view, and the NAA Board reached a consensus to listen to City Attorney McConnell's findings before offering further comment.

City Attorney McConnell subsequently reviewed findings related to the NAA's questions, noting that the City pursued two concurrent paths: (1) researching the requested procedural and chronological issues and (2) preparing proposed lease terms. He acknowledged that the proposed terms reflected the City's position and stated that the NAA had not submitted alternative terms. City Attorney McConnell stated that he met in person with Federal Aviation Administration officials in Washington, D.C., on June 25, 2026 and virtually with the FAA regional office in Atlanta on June 26, 2026 to discuss the process for transferring airport sponsorship. He identified the federal and regional officials involved and stated that Melissa Rivera Davis and Juan Brown would serve as points of contact for the proposed sponsorship transfer. He stated that the airport proposal presented two options: (1) transferring sponsorship to the City or (2) creating a new special district to assume sponsorship. He expressed the view that transferring sponsorship directly to the City would be more efficient because the proposed special district did not currently exist. City Attorney McConnell explained that any transfer would be voluntary and would require compliance with FAA Guidance Letter 2021-1. He explained that the process of transferring sponsorship would begin with an Assignment and Assumption Agreement executed by both parties and then submitted to the FAA, which he stated he had prepared a draft of and made available to the NAA. Following FAA approval of said Agreement, he said the parties would complete any required documentation. He stated that the FAA would evaluate whether the proposed sponsor was legally, financially, and operationally capable of assuming the Airport's

existing federal obligations and continuing to operate it as a federally obligated public-use airport. He added that the process would require a legal opinion addressing the proposed sponsor's legal, financial, and operational qualifications. City Attorney McConnell also stated that he contacted the offices of Representative Lauren Melo and Representative Adam Botana, House Bill (HB) 4005's sponsor. He reported that no commitments were made, but that both offices expressed a willingness to discuss potential legislative changes, the form of which would depend on the decisions made by the parties.

City Attorney McConnell stated that some questions regarding the NAA's legal authority had already been addressed during previous meetings. He expressed the opinion that, if the NAA lacked authority to transfer sponsorship or amend the lease as a result of HB 4005 becoming law, the same reasoning could call into question its authority to conduct meetings, approve grants, or take other actions before the upcoming election of new NAA board members. He added that the City's position is that HB 4005 frustrated the purpose of the existing lease, rendering the lease no longer valid, but renegotiating the lease could potentially resolve that claim. City Attorney McConnell commented that meaningful progress in negotiations would require both parties to reach a common understanding regarding the extent of federal preemption, expressing concern that continued drafting efforts would not be productive if the parties remained fundamentally divided on that issue. City Attorney McConnell noted that he had prepared an itemized outline of the transfer process.

Following City Attorney McConnell's conclusion of findings, Chair Cavanaugh requested feedback from other Board Members regarding their positions. Board Member Alberto stated that he was required by his oath of office to support the Constitutions of the United States and the State of Florida and to faithfully perform the duties of an Airport Authority commissioner in accordance with state and federal regulations. He expressed the view that, so long as House Bill 4005 remained in effect mandating elected board members, the NAA could not participate in actions intended to change or circumvent the legislation, but that he would, however, support the City's proposal only if governing legislation were changed. Board Member Alberto further stated that HB 4005 provided for elected NAA Board positions, including candidates previously appointed by City Council, and described the alternative being continued litigation, which he stated created uncertainty and instability for airport businesses and users. City Attorney McConnell clarified that HB 4005 did not address airport sponsorship or require the NAA to serve as a sponsor. He added that airport sponsorship is preempted by federal law and would require approval.

Board Member Burns stated that he supported the City becoming the airport sponsor, citing the City's ownership of the land and expressing the view that it warranted greater involvement in airport operations. He noted that the existing lease expires in 2069, at which time the property would revert to the City. Board Member Arnold stated that the NAA was obligated to follow House Bill 4005 and should not work with the City to oppose it. She opposed the City becoming the Airport sponsor, stating that property ownership alone did not confer sponsorship rights and that the NAA should remain the sponsor. Board Member Arnold suggested that the City consider selling the property to the NAA as a means of resolving the dispute.

Chair Cavanaugh summarized that a majority of the NAA Members did not support further consideration of the City's proposal, nor did they wish to assist the City in its efforts to create a special dependent district. He then proffered a motion that the NAA be precluded from assisting the City of Naples in its effort to abolish the Naples Airport Authority and create either a City department or dependent district, creating a new Naples Airport Authority. Board Member Arnold asked that the motion be amended to clarify that the NAA did not support the City becoming the sponsor of the Airport and Member Alberto seconded the motion; however, following further discussion, Chair Cavanaugh and Board Member Alberto withdrew the motion and second. NAA Attorney William Owens clarified that there were two proposals presented by the City, and they should be addressed separately. With wording assistance from NAA Attorney Owens, the following motion was proffered.

MOTION by Cavanaugh to NOT ACCEPT the Airport Proposal submitted by the City of Naples to the Naples Airport Authority on May 13, 2026; seconded by Alberto and carried 3-1 (Alberto-yes, Arnold-yes, Burns-no, Crees-absent, Cavanaugh-yes).

Board Member Arnold stated that because the City's May 13, 2026 proposal did not address airport sponsorship, the NAA should formally reject supporting the City as becoming the airport sponsor. She then proffered the following motion.

MOTION by Arnold to REJECT supporting the City of Naples becoming the airport sponsor; seconded by Cavanaugh and carried 3-1 (Alberto-yes, Arnold-yes, Burns-no, Crees-absent, Cavanaugh-yes).

Board Member Arnold asked whether City Council intended to move forward with seeking sponsorship transfer through the federal process without the NAA's support or pursue the lawsuit against the NAA. In response, City Attorney McConnell stated that no further action by the NAA was required regarding the City's sponsorship proposal because the NAA had rejected it by motion. He added that, if the Chapter 164 process did not result in a resolution, the existing litigation would proceed. He clarified that the proposed lease amendment represented a second path that was separate from the City's initial proposal.

City Attorney Matthew McConnell stated that the proposed Lease Terms had been prepared as part of the discussion regarding a potential lease amendment at the June 9, 2026 Naples City Council and Naples Airport Authority Joint Meeting. He offered to review the terms line-by-line, if the NAA would find that helpful.

Chair Cavanaugh stated that he had reviewed the Proposed Lease Terms and did not consider it a productive step forward. He expressed concern that the Proposed Lease Terms did not reflect prior discussions or the collaborative approach discussed at previous joint meetings. He stated that the proposal would significantly expand the City's authority over airport operations, did not address issues raised by the NAA in pending legal proceedings, and lacked key terms, including the lease duration, compensation, or benefits to the NAA. Chair Cavanaugh stated that he could not support the proposal in its current form. In response, City Attorney McConnell stated that, following the prior joint meeting, NAA legal counsel asked him to prepare proposed lease terms. He noted that he represented the City and that the NAA had the same opportunity to prepare alternative terms reflecting its interests. He expressed concern that the City's proposal was being criticized despite the NAA not submitting its own proposed terms.

Board Member Arnold acknowledged the City Attorney's efforts in preparing the proposed Lease Terms but expressed concern that they only reflected the City's position and did not address the NAA's previously stated concerns, including those related to the definitions of aeronautical and non-aeronautical uses. Board Member Alberto commented that he did not want to renegotiate the lease during the pending litigation.

In response to City Attorney McConnell, NAA Attorney Owens stated that, it was his understanding the City Attorney had been directed by City Council to prepare an initial draft and that the NAA had not directed its legal counsel to prepare separate terms. NAA Aviation Attorney Peter Kirsch added that, because the City initiated the lease negotiations, the NAA believed it appropriate to review the City's proposed terms first. City Attorney McConnell disagreed, stating that during the prior joint meeting, the NAA Board asked each Council Member whether they were open to amending the lease.

Chair Cavanaugh stated that the NAA had been hopeful of receiving a balanced proposal with terms acceptable to both parties and expressed disappointment with the proposed terms. Board Member Arnold expressed the view that the Proposed Lease Terms primarily favored the City and that the NAA would likely reject most of its provisions. Board Member Alberto stated that the lease

terms favored the City and that a more neutral proposal could have been developed through a collaborative, good-faith process. He expressed concern about renegotiating the lease while litigation remained pending, adding that he did not support devoting additional time to the proposal with the uncertainty of the litigation. Board Member Alberto expressed appreciation for City Attorney McConnell's work and stated that he had completed what was requested of him. Noting that the other Board Members did not appear to support reviewing the terms line by line, he concurred with their position.

Mayor Heitmann asked NAA Executive Director Christopher Rozansky whether he had reviewed the proposed terms and wished to discuss any of them. In response, Executive Director Rozansky stated that the proposal was received after publication of that day's agenda packet and that the NAA had not yet met as a board to discuss it until that day. He identified preliminary concerns with the proposal that he claimed did not account for the approximately 42 years remaining on the existing lease, including; lacked clarity regarding the City approval matrix under Section 11; expanded City approval authority over airport development and operations in ways that the NAA believed could conflict with federal law and its previously stated positions regarding federal preemption; and included FAA grant administration provisions that the NAA believed were inconsistent with its federal obligations, specifically Section 24. NAA Executive Director Rozansky further stated that neither the City nor the NAA had authority to regulate runway use by aircraft capable of safely using them. NAA Aviation Attorney Kirsch expressed additional concerns regarding clauses that regulated the NAA's ability to accept, amend, or close FAA grants; the City's intention to exercise authority over the construction of aeronautical facilities; and his understanding that the Agreement states that all equipment and structures would become City property upon expiration of the lease. In response to NAA Aviation Attorney Kirsch, City Attorney McConnell clarified that the intent of Section 24 should be limited to grants affecting title, confirmed the City's intent to have land-use control over aeronautical facilities at the airport, and affirmed that Section 8 would require that preemption claims be substantiated through a legal analysis rather than simply asserted. He also confirmed that structures built on City land would become City property upon termination of the lease and that structures built during the lease term would vest in the City upon issuance of a Certificate of Occupancy (CO). He noted that the provision applied only to City-owned property and not to real estate independently owned by the Authority. City Attorney McConnell added that he disagreed with the NAA's legal interpretation distinguishing aeronautical mixed-use and non-aeronautical use definitions.

Council Member Kramer described the proposed Lease Terms as an effective starting point for negotiations and expressed the view that the most significant thing the City could offer the NAA was an extension of time on the existing lease. He encouraged City and NAA legal counsel to exchange feedback, identify areas of agreement and disagreement, and determine whether an impasse existed. He stated that Section 8 recognized the possibility of federal preemption and that the consideration of terms acceptable to the NAA should remain matters for negotiation. NAA Attorney Owens expressed concern about renegotiating the lease concurrently with the pending complaint that he said included a count seeking to discharge or terminate the lease. He expressed the opinion that pursuing both paths simultaneously could conflict with efforts to renegotiate the lease in good faith. Chair Cavanaugh asked whether the City would agree to remove the count seeking termination of the lease to clarify its intent to negotiate in good faith. City Attorney McConnell stated that Chapter 164 identifies a process of determining whether both parties could find a resolution to the City's claim that HB 4005 frustrated the lease, rendering it invalid, asserting that resolving that claim is effectively done through the Chapter 164 Conflict Assessment Process. He further stated that meaningful negotiations required the parties to agree on the scope of federal preemption and actions that the NAA would agree to. City Attorney McConnell expressed concern that, without such agreement, further drafting would return the parties to the same impasse and unnecessarily expend time before the applicable deadline.

Vice Mayor Blankenship expressed the view that renegotiating the lease may be premature while the City's challenge to HB 4005 remained unresolved. He explained that the City's position was

that it frustrated the purpose of the lease and that the issue should be resolved first, because the City did not yet know which entity it would be negotiating with, whether the courts would uphold the newly enacted law, or if it would agree with the City's position that no lease existed. He expressed the view that reviewing lease terms was not effective until the parties completed mediation and, if necessary, obtained court rulings through the Chapter 164 process. Vice Mayor Blankenship said he disagreed with the view that the City's strongest negotiating position was an extension of the lease, stating that if no lease existed, the parties would be starting over and could decide what terms to accept. He therefore supported pausing lease discussions until the Chapter 164 process was completed.

Council Member Krol said he was disappointed with what he viewed as a lack of cooperation from the NAA. He stated that the City's request to transfer sponsorship was reasonable, noting that many airports are operated by governmental entities. He noted that the City Council is seeking to represent and protect the interests of the residents of the City, the property owner and the Airport community. In response to Chair Cavanaugh, Council Member Krol asserted that he had entered the meeting prepared to negotiate in good faith and remained committed to doing so, but expressed concern that the NAA may have already reached a decision.

Chair Cavanaugh reiterated his position that the City's removal of the count in the lawsuit seeking to terminate the lease would demonstrate its intent to negotiate with so but in good faith. In response, Council Member Kramer asserted that negotiating an amended lease was part of the conflict-resolution process because an amendment could constitute a settlement and cure the basis of the City's complaint. Council Member Barton added that he supported moving forward with lease negotiations concurrently with, but not in place of, the pending litigation. Council Member Kramer asserted that amending the lease could resolve the City's complaint by incorporating negotiated conditions and providing a mutually acceptable path forward, even if neither party received everything it sought. Council Member Schultz urged the parties to negotiate an amended lease to resolve the dispute and avoid litigation. He expressed concern that continued litigation over HB 4005's effect could produce unpredictable outcomes, prolong the dispute, and result in substantial legal expenses. He recalled previously suggesting that the City first pursue lease negotiations but noted that the majority of City Council Members had not supported that approach. He expressed frustration that public funds were being expended to litigate against one another and stated that, as a fiduciary for City residents, he did not want taxpayer funds wasted on litigation. Although he acknowledged that the NAA found the City's proposed terms unacceptable and had little incentive to accept them rather than await the court's decision, he encouraged the NAA to identify acceptable provisions and propose revisions. He urged the parties to reach an agreement and return to their respective responsibilities, adding that City residents deserved a better process.

Steven Taber, Aviation Attorney with Leech Tishman, representing the City and participating via Zoom, stated that he had been asked to provide his views regarding aeronautical use, federal preemption, the extent of the City's authority, the NAA's proposed ordinance, and related provisions in the City's proposed lease terms. Attorney Taber expressed the view that, in FAA usage, the term "aeronautical use" primarily concerns grant eligibility and distinguishes activities for which the FAA may provide funding from non-aeronautical uses for which grant funding is unavailable. He stated that aeronautical use should not be equated with federal preemption and suggested that a different term be used in the ordinance and lease. He stated that, in his opinion, an activity's relationship to aviation or classification as an aeronautical use did not necessarily exempt it from City laws, ordinances, or the City's authority as property owner. He explained that he understood federal law to preempt state and local regulation of airspace and aviation safety, including aircraft routes, altitudes, airspace, pilot and aircraft safety standards, aircraft operations, aircraft schedules, service and access decisions, and certain aircraft noise and operational restrictions. Attorney Taber added that he did not believe the City intended to regulate those matters. He further expressed the view that federal preemption applied more narrowly to aviation safety and airspace matters rather than to all aviation-related activities or projects eligible for FAA

funding. He stated that federal law did not automatically displace City authority over physical development and that the City could generally apply neutral requirements involving zoning, site-plan review, building, fire and life-safety codes, utilities, drainage and stormwater, road access, parking, land-use impacts, and its property rights as landowner. He suggested that safety requirements mandated by federal law be narrowly defined and identified runway repairs and replacement of runway lighting as examples of projects that should be prioritized without dispute. He contrasted those projects with other development for which he believed the City could have an interest based on zoning, land use, or its property rights. Attorney Tabor concluded by expressing the view that the City should be informed of proposed Airport projects and that the NAA should explain why a particular project was preempted by aviation safety requirements or another provision of federal law.

City Attorney Matthew McConnell stated that immediate agreement on lease terms was unrealistic but expressed the view that reaching a shared understanding regarding certain terms and coordination efforts could support productive mediation. Mayor Heitmann asked Attorneys Owens and Kirsch whether they believed the City had authority to review Airport projects for compliance with zoning, site plan, building permit, utility, stormwater, traffic, parking, fire-protection, and environmental-impact requirements. NAA Aviation Attorney Kirsch stated that he generally agreed with Mr. Taber's characterization of federal preemption but viewed its application to land use and zoning as complex and subject to disagreement. He explained that the NAA's proposed May 20, 2026 ordinance used the FAA's definition of aeronautical use to establish a simple practical standard that City Council, the Planning Advisory Board (PAB), and the Design Review Board (DRB) could apply without repeatedly seeking legal or judicial determinations. NAA Aviation Attorney Kirsch further stated that the NAA had not asserted that building, safety, electrical, plumbing, utility, drainage, road-access, parking, and similar requirements were preempted.

NAA Aviation Attorney Kirsch expressed a willingness to City Attorney McConnell's suggestion that the parties begin work on certain terms that both parties could reach an agreement on was simplified to consider a workable alternative. Council Member Kramer stated that unresolved issues should not be deferred merely because some areas of federal preemption might be unclear and expressed his goal of aligning the City's Comprehensive Plan and Code terminologies, establishing consistent processes, scheduling regular joint meetings, reaching a mutually acceptable resolution, and generating revenue from the airport for the City.

NAA Aviation Attorney Kirsch provided key terms and examples of projects, safety matters, and drainage improvements and NAA legal counsel and NAA Members presented its opposing views. NAA Aviation Attorney Kirsch acknowledged that the NAA proposed a broader standard in its proposed ordinance to simplify the review process and reduce conflict, but he expressed willingness to consider a proposal that clearly defined each party's authority. In response to Attorney Kirsch, Aviation Attorney Taber expressed his opinion that a project supported by an FAA regulation, order, or advisory circular relating to aviation safety, could be classified as a safety project, and he suggested that the NAA identify the applicable federal authority when requesting City approval of such a project. Attorney Taber stated that the ordinance need not resolve every determination and that the lease's proposed requirement matrix could establish a process for the NAA Executive Director and the City's Planning Advisory Board to determine whether a project involved aviation safety. He expressed the view that a simple, straightforward process could be established while recognizing that aviation-safety requirements, federal preemption, and the legal effect of FAA advisory circulars presented separate considerations.

Executive Director Rozansky confirmed that he believed progress had been made in the discussion and suggested that the parties direct their legal counsel to work jointly toward a proposed definitional framework to bring back to both boards. He noted that several nuances remained to be resolved between the safety and efficiency concepts discussed but stated that he believed further joint work was warranted. NAA Aviation Attorney Kirsch proposed that counsel

and designated City and NAA legal counsel work jointly on areas of agreement and identify any remaining disputes for both boards. He recommended holding the litigation in abeyance during that process.

Mayor Heitmann opposed delaying the Chapter 164 process and asked NAA Aviation Attorney Kirsch to propose a deadline. Attorney Kirsch requested at least two weeks for legal counsel to develop proposed terms identifying areas of substantial agreement and remaining disputes, with both bodies reconvening near the end of the month. Mayor Heitmann objected, citing Chapter 164 deadlines, and stated that the City Council should continue the conflict-resolution process while the parties complete their joint work within one week. She also requested that City Manager Gary Young and NAA Executive Director Rozansky participate in discussions with legal counsel.

City Attorney McConnell requested confirmation from the NAA whether it was interested in potential lease negotiations before agreeing to working jointly with NAA representatives on the proposed lease terms. The NAA reached consensus to allow the parties' attorneys and representatives to proceed with an initial draft, although Chair Cavanaugh and Board Members Alberto and Arnold expressed reservations about proceeding further if litigation advanced.

NAA Aviation Attorney Kirsch suggested the goal be to identify proposed changes to the City's proposed Lease Terms that would reflect approximately eighty to ninety percent agreement between the parties. He stated that the parties could then present the work product at the next joint meeting, with hopes to resolve remaining issues, determine whether to proceed, adjust deadlines, or consider dismissing the litigation. He added that the appraisal valuation would provide a starting point for reviewing and discussing the appraiser's assumptions. Later in the meeting, City Attorney Matthew McConnell confirmed that the City had received a public records request for the City's recent appraisal valuation that was completed and would be provided by the end of that day.

NAA Aviation Attorney Kirsch stated that the proposed timeline would not allow sufficient time to prepare a term sheet or mediation statements. He proposed proceeding with the HB 4005-related litigation while setting aside the lease-related claims and reconvening near the end of the summer, allowing both parties sufficient time to develop terms that address the lease and the NAA's proposed ordinance.

Mayor Heitmann expressed the view that the NAA had sufficient time to prepare for lease negotiations and should have arrived with proposed terms if it intended to negotiate in good faith.

After further discussion, the parties reached an agreed upon timeline, which is reflected in the motion below. In response to City Attorney McConnell, NAA Aviation Attorney Kirsch affirmed his commitment to working collaboratively, offered an in-person, full-day session during which all participants would develop proposed terms together rather than exchange drafts.

MOTION by Kramer to DIRECT the City and Naples Airport Authority attorneys and representatives to work together to create a draft amended lease that is agreeable to both parties and is 80 to 90-percent complete, and to SCHEDULE a joint special meeting between the City Council and the Naples Airport Authority on July 20, 2026, at 9:00 a.m. to discuss the amended lease; seconded by Barton and carried 10-0 [(City Council: Blankenship-yes, Barton-yes, Kramer-yes, Krol-yes, Penniman-absent, Schultz-yes, Heitmann-yes), (Naples Airport Authority: Cavanaugh-yes, Crees-absent, Alberto-yes, Arnold-yes, Burns-yes)].

In response to City Attorney Matthew McConnell, NAA Aviation Attorney Kirsch stated that Florida law may not allow adopting zoning and land use in the lease. City Attorney McConnell stated that the matrix referenced in the lease term sheet could clarify which matters the NAA could approve independently and which would require City review, without incorporating specific site-plan language into the agreement. NAA Authority Attorney Owens clarified that the airport tenants and

other stakeholders had interests in resolving the dispute and are separate than development interests but would not be parties to a lease amendment between the City and the NAA.

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](#)

[Proposed Lease Terms - \(Staff/Added Attachment\)](#)

[NAA Chair remarks \(Staff/Added Attachment\)](#)

6) CITY OF NAPLES AIRPORT AUTHORITY 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.

In response to Mayor Heitmann, NAA Executive Director Rozansky stated that Items 5.A and 5.B were separate items, they were intertwined because the lease term sheet included provisions related to both. He agreed that, rather than reviewing the Naples Airport Authority Resolution 2026-3, initiating its Conflict Resolution Procedures set forth in Chapter 164, the parties and their respective attorneys would develop definitions and clarifications and consider their effect on the lease.

In response to Mayor Heitmann, NAA Executive Director Rozansky clarified that the South Quadrant Design Improvements were not part of the NAA's claim but were discussed during its Chapter 164 Conflict discussion as an example of a project consisting primarily of aeronautical-use elements for which the NAA sought clarity regarding the applicable City review process. He noted that the petition had not yet been submitted because the design engineer was finalizing the bid documents and clarified that the project involved hangars, box hangars, a taxiway, and stormwater improvements, rather than the former terminal.

City Manager Gary Young sought clarification that the ordinance and lease negotiations would proceed concurrently, with agreed-upon definitions of aeronautical and non-aeronautical uses potentially incorporated into both. He expressed the view that reaching a shared understanding of those definitions was necessary for meaningful progress on both the lease and ordinance and would benefit both parties. Chair Cavanaugh agreed that the work products would be similar, if not identical, and stated that he expected the resolution to be compatible with the lease language and provide clarity for future City Councils and NAA Boards. City Manager Young added that progress on the ordinance depended on reaching greater agreement on the definitions and supported advancing the ordinance and lease on parallel paths using common terms.

Board Member Alberto supported clearly defining and documenting the respective authority of the City and NAA, possibly in a document separate from the lease. Board Member Burns expressed the view that past airport utilization plans lacked clarity and that residents sought greater specificity regarding future airport development. He acknowledged the difficulty of addressing those matters through the Code or lease but said he remained open to including zoning provisions in the lease.

Mayor Heitmann emphasized City Council's responsibility to protect all neighborhoods from airport growth, flight activity, and noise through local oversight and compliance with the Comprehensive Plan and City Code. Board Member Burns agreed, citing concerns that allocating aircraft parking at the North Road terminal to JSX and American Airlines could create congestion during peak travel periods and noted that the NAA Board had only recently learned that NetJets was considering relocating elsewhere at the Airport. Member Arnold stated that the North Road Terminal renovations did not constitute a change in land use but rather a change in tenancy and stated that operational decisions regarding airport tenants fell within the NAA's responsibility to ensure safe and efficient airport operations. NAA Executive Director Rozansky noted that discussions regarding potential tenant relocation and terminal improvements had been underway for some time and agreed that continued coordination between the City and the NAA was appropriate.

Mayor Heitmann expressed concern that accommodating additional commercial airline activity could create unintended consequences and urged the parties to coordinate on a proposal that supported the Comprehensive Plan, protected the community and schools, and promoted safety and transparency. NAA Executive Director Rozansky clarified that American Airlines first approached the NAA several months earlier and submitted a letter of intent in May, whereas renovations to the North Road terminal began in 2022 due to the building's age, outdated condition, roof needs, and hurricane-wind requirements. He agreed that the City and NAA each had an interest in the project and supported coordination between them. NAA Executive Director Rozansky stated that he agreed, adding that the parties could work toward agreement on the lease amendment and ordinance and that both should be consistent with the Comprehensive Plan. He expressed interest in further collaboration regarding the NAA's previously submitted comments and appreciation for the extended timeframe.

Board Member Alberto emphasized the importance of long-term planning for anticipated Airport activity over the next five to ten years. He expressed the view that airport growth reflected broader City growth and demand and that the City and NAA share responsibility for safely accommodating future aircraft activity. NAA Executive Director Rozansky stated that the NAA's role was to operate a safe and efficient Airport and expressed the view that the City's Land Development Code lacked clarity regarding the airport utilization-plan process. He stated that the NAA responded to community demand rather than recruiting airport users and that his understanding was the City and NAA had limited authority to restrict aircraft capable of safely using the airport; although they could manage demand, request FAA flight-procedure adjustments, and establish reasonable rates and charges. He emphasized the NAA's efforts to operate consistently with the City's vision and Comprehensive Plan and to protect Airport and community safety.

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

Item not heard.

8) PUBLIC COMMENTS

Christel Johnson, Naples Municipal Airport tenant and member of Friends of Naples Municipal Airport, Inc. (FONA) expressed opposition to linking the pending litigation with lease negotiations, stating that a comprehensive lease could not reasonably be negotiated within the proposed timeframe. She expressed concern that placing the airport under City sponsorship could affect future airport operations, development, tenant leases, and compliance with Federal Aviation Administration (FAA) regulations. **Jose Cabrera**, Board Member at Responsible Government Naples, and President of the Florida Business Aviation Association, stated that litigation was not the only option available and urged the City Council to continue working with the Naples Airport Authority (NAA) under the recently enacted state law. He expressed the view that the existing lease remained valid and that appointment of the NAA Board was not a condition of the lease. Mr. Cabrera further stated that the City's proposed lease terms were not negotiated in good faith because they tied lease negotiations to control of the airport. He also expressed concern that lawful airport users could not be discriminated against under Federal Aviation Administration regulations, referenced public support for regional commercial air service, and cautioned that continued litigation would increase taxpayer costs while delaying resolution of the dispute.

9) COMMUNICATIONS AND CORRESPONDENCE

Naples Airport Authority (NAA) Executive Director Christopher Rozansky stated that the NAA's responsibility is to operate a safe and efficient airport in accordance with applicable laws and regulations. He expressed the view that the existing Land Development Code governing the Airport Utilization Plan lacks clarity and stated that the NAA hoped to work with the City to clarify the process so that future NAA Boards, City officials, tenants, and businesses are not faced with similar disputes.

10) ADJOURNMENT

6:13 p.m.

Teresa Lee Heitmann, Mayor

Patricia L. Rambosk, City Clerk

Meeting clerked by:

Jessica Hernandez, Deputy City Clerk

Minutes prepared by:

Jessica Hernandez, Deputy City Clerk and
Ali Duran, Executive Assistant

Minutes Approved: 8/19/2026