JAA
Jacksonville
Aviation
Authority

JULY 10, 2026

PUBLIC MEETING NOTICE

NOTICE IS HEREBY GIVEN THAT THE JACKSONVILLE AVIATION AUTHORITY (JAA) WILL HOLD THE FOLLOWING MEETING *IN PERSON* AT THE JAA ADMINISTRATION BUILDING, 14201 PECAN PARK ROAD, JACKSONVILLE, FLORIDA IN THE 3rd FLOOR ED AUSTIN BOARD ROOM.

THURSDAY JULY 16, 2026

Special Board of Directors Meeting/2:00pm

You are invited to attend the meeting *in person*. The matter to be considered is identified either in the included meeting package or on file in the office of the Executive Assistant to the CEO, and Board of Directors Administrator/Recording Secretary Melissa Marcha-Lee, JAA Executive Office, 14201 Pecan Park Road, Jacksonville, FL 32218, (904) 741-2013. Any person(s) who anticipates an appeal of the decision made by the JAA with respect to the matter considered at the meeting, or who may decide to appeal such decision, will need to ensure that a verbatim record of the proceedings is obtained, which record will include the testimony and evidence upon which the appeal is to be based.

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SPECIAL BOARD OF DIRECTORS MEETING
JACKSONVILLE AVIATION AUTHORITY
THURSDAY JULY 16, 2026/2:00pm
JAA Administration Bldg./3rd Floor Ed Austin Board Room

I. CALL TO ORDER — *DAVID HODGES, JR., CHAIR*

II. PLEDGE OF ALLEGIANCE — *GUEST CHOSEN BY CHAIR*

III. PUBLIC COMMENT — *DAVID HODGES, JR., CHAIR*

IV. NEW BUSINESS — *DAVID HODGES, JR., CHAIR*

-RESOLUTION

2026-02*S*
A Resolution of the Board of Directors of the Jacksonville Aviation Authority Ratifying and Authorizing the Engagement of Independent Outside Legal Counsel; Authorizing Legal Action Against The City of Jacksonville; Finding that Delay will Endanger the Public Welfare and Compromise the Authority's Significant Legal Rights; and Providing an Effective Date
William Gulliford, Board Secretary

V. ADJOURN — *DAVID HODGES, JR., CHAIR*

*Note: The **S** in the Resolution number designates item presented at a **S**pecial Board of Directors meeting*

JACKSONVILLE AVIATION AUTHORITY
RESOLUTION NO. 2026-02*S*

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE JACKSONVILLE AVIATION AUTHORITY RATIFYING AND AUTHORIZING THE ENGAGEMENT OF INDEPENDENT OUTSIDE LEGAL COUNSEL; AUTHORIZING LEGAL ACTION AGAINST THE CITY OF JACKSONVILLE; FINDING THAT DELAY WILL ENDANGER THE PUBLIC WELFARE AND COMPROMISE THE AUTHORITY'S SIGNIFICANT LEGAL RIGHTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Jacksonville Aviation Authority ("JAA") was created by special act of the Florida Legislature, codified at chapter 2004-464 of the Laws of Florida, as amended (the "JAA Charter"); and

WHEREAS, the Legislature has vested JAA with exclusive ownership and control over Jacksonville International Airport, Cecil Airport and Spaceport, Jacksonville Executive at Craig Airport, Herlong Recreational Airport, and the other public airport facilities within Duval County, which it operates to serve the needs of people within and outside Duval County and which are essential to the public welfare, the regional economy, public-safety operations, and the National Airspace System, of which the Federal Aviation Administration has determined airports represent a foundational node of this federally funded infrastructure; and

WHEREAS, section 1(1) of the JAA Charter declares JAA to be "a separate body politic and corporate . . . created as an agency and political subdivision of the State of Florida in the nature of counties and not municipalities," and section 14 of the JAA Charter also declares JAA to be "a political subdivision of the State of Florida"; and

WHEREAS, the JAA Charter grants JAA broad and exclusive powers in operating, managing, and controlling all its airports and ancillary facilities located within Duval County, which powers include but are not limited to the following:

— the power "to sue and be sued, implead and be impleaded, complain, and defend in all courts" (§ 3(1));

— the power to "construct, acquire, establish, improve, extend, enlarge, reconstruct, re-equip, maintain, repair, and operate any project" for airport facilities of all kinds (§ 3(3));

— the power to "make and enter into all contracts and agreements . . . necessary and incidental to the performance of [its] duties . . . and the exercise of its powers" (§ 3(8));

— the power "to make and execute leases or agreements for the use and occupation of the property and/or projects under the control of [JAA] on such terms, conditions, and period of time as it may determine" (§ 3(8)); and

— the power "to do all other acts and things necessary or proper in the exercise of the powers herein granted" (§ 3(19)); and

WHEREAS, the JAA Charter requires that JAA "shall prepare" its annual budget and "submit" it to the Jacksonville City Council ("Council"); and

WHEREAS, the JAA Charter authorizes the Council to "increase or decrease the appropriation (budget) requested by [JAA] on a total basis or a line-by-line basis"; and

WHEREAS, JAA is self-funded by its own revenues—revenues it generates and, under the JAA Charter, it owns; receives no funding from the City of Jacksonville ("City"); requests no budget appropriation from the Council; is solely responsible for its own debt; and shares none of the City's revenues, and its revenues are not deposited into the general fund of the City but rather are banked, accounted for, and managed by JAA outside the influence and control of the City; and

WHEREAS, JAA is an airport sponsor that receives federal financial assistance and thus is subject to strict spending and accounting requirements set forth in federal statutes, regulations, and grant assurances; and

WHEREAS, under federal law, expenditures on any facility not directly and substantially related to the air transportation of passengers or property may constitute unlawful revenue diversion, triggering severe penalties, up to and including treble the amount unlawfully diverted; and

WHEREAS, beginning in 2023, the current President of the Council has communicated to JAA leadership demands to put JAA's revenues to "better use," including but not limited to a $10 million contribution to the Kids Hope Alliance, a $25 million contribution to fund a JEA project to raise power lines over the St. Johns River, and a $29 million contribution to fund a training center at Hangar 14 of Cecil Airport for the use of Florida State College of Jacksonville ("FSCJ"); and

WHEREAS, JAA has been advised by the Federal Aviation Administration, the City's General Counsel, and aviation-law experts that these proposals constitute unlawful revenue diversion in violation of federal law and has informed the Council of that advice; and

WHEREAS, after JAA exercised its power to prepare and adopt its 2026 budget and submitted that budget to the Council, the Council voted to amend the budget to, among other things, include a $10 million expenditure of JAA revenues to fund the proposed training center at Hangar 14 of Cecil Airport (the "Amendment"), notwithstanding that the JAA Charter authorizes the Council only to increase or decrease a requested budget appropriation on a total or line-by-line basis, and not to create budget line items wholesale; that the Council had been fully advised that such use of airport revenues would constitute unlawful revenue diversion in violation of federal law; and that JAA had allocated no revenues for any such program, had requested no budget appropriation from the Council, and had an existing third-party lease agreement with Million Air for Hangar 14 with which the Council's desired renovation project would interfere; and

WHEREAS, the Council's vote to amend JAA's 2026 budget crystallized a dispute between JAA, on the one hand, and the Council, on the other hand, concerning the scope of the Council's authority over JAA's budget, leases, contracts, revenues, and projects, and the corresponding scope and exclusivity of JAA's independent powers under the JAA Charter (the "Dispute"); and

WHEREAS, the effective exercise of JAA's powers as a separate governmental entity—including its powers to sue, to complain in any court, and to govern, manage, and control its own budget, revenues, contracts, and projects—requires the advice and assistance of effective and conflict-free legal counsel, and JAA is entitled to obtain such counsel; and

WHEREAS, section 10(4) of the JAA Charter expressly exempts JAA's contracts for the services of attorneys from competitive-bidding requirements, confirming that the Legislature contemplated that JAA would engage attorneys directly; and

WHEREAS, the law firm of Lawson Huck Gonzalez, PLLC ("Independent Counsel") was engaged to advise JAA concerning the Amendment and rendered a written opinion concluding that the Council exceeded its limited authority and infringed on JAA's exclusive powers by demanding that JAA allocate its revenues to fund a project JAA did not wish to build and for which JAA had requested no budget appropriation, agreeing that compliance with the Amendment would constitute unlawful diversion of airport revenue in violation of federal law, and observing that the Dispute may require resolution through a declaratory judgment by a court of competent jurisdiction; and

WHEREAS, the General Counsel of the City has disagreed with Independent Counsel, denied that JAA may access the courts to resolve the Dispute, and acted to terminate Independent Counsel's engagement, all of which (i) illustrate the General Counsel's assertion of control over JAA's access to legal advice and the courts and (ii) demonstrate why JAA requires independent counsel both to obtain a second opinion and to represent JAA in a dispute in which the General Counsel has aligned with the City's legal position against JAA; and

WHEREAS, under the JAA Charter, JAA is not a component, unit, department, or agency of the City or otherwise a part of City government; and

WHEREAS, although section 1(4) of the JAA Charter provides that JAA "shall be required to use the legal services of the City of Jacksonville, except in those cases when the chief legal officer of the city determines that the city legal staff cannot provide legal services in the required legal area," nothing therein makes JAA's use of the City's legal services exclusive or prohibits JAA from engaging additional or independent counsel as necessary to the exercise of its powers; and

WHEREAS, the General Counsel has advised JAA and the Council, on request and in writing, of the federal law concerning unlawful revenue diversion, and notwithstanding that advice, the Council has proceeded in attempting to force JAA to unlawfully divert airport revenues; and

WHEREAS, the General Counsel and others within the City's Office of General Counsel ("OGC") verbally advised JAA that, although in his view the Council may amend JAA's budget to direct the allocation of JAA revenues, even for projects JAA does not wish to build and for which JAA requests no budget appropriation from the City (a conclusion with which JAA disagrees), JAA need not actually expend the funds so directed; that informal position is not a resolution of the Dispute and provides JAA no reliable protection; and the General Counsel has not honored JAA's request to reduce that advice to writing; and

WHEREAS, notwithstanding the involvement of OGC in this matter for more than two years, the Dispute remains unresolved and continues to require resolution, and OGC has proved unable or unwilling to bring the Dispute to resolution, such that JAA is dissatisfied with OGC's services in resolving the Dispute and requires the assistance of counsel other than the General Counsel; and

WHEREAS, JAA has documented at least two instances in which OGC, while representing JAA, failed to advise JAA of matters another OGC client was pursuing that could directly, significantly, and adversely affect JAA; and

WHEREAS, JAA and the Council are separately chartered entities and thus separate clients of OGC to whom separate duties of confidentiality are owed, and OGC has consistently treated them as such, with directly adverse interests in the Dispute, such that OGC has an irreconcilable and nonwaivable conflict of interest representing JAA in the Dispute, and the exception in section 1(4) of the JAA Charter is therefore triggered as a matter of law; and

WHEREAS, the JAA Board of Directors ("Board") finds that it is necessary, expedient, and in the best interest of JAA and the public it serves to engage Independent Counsel to advise and represent JAA in the Dispute, independent of OGC, both to provide legal advice in addition to that of OGC and to represent JAA in a Dispute that OGC has proved unable or unwilling to resolve and in which OGC is conflicted, and the Board wishes to ratify and confirm the prior engagement of Independent Counsel and to authorize its continuation; and

WHEREAS, chapter 164 of the Florida Statutes, the Florida Governmental Conflict Resolution Act ("Act"), generally requires that conflicts between local governmental entities, such as the Dispute, be subjected to a prescribed series of conflict-resolution procedures before a governmental entity commences litigation against another governmental entity; and

WHEREAS, section 164.1041(2) of the Act provides that "[i]f a governmental entity, by a three-fourths vote of its governing body, finds that an immediate danger to the health, safety, or welfare of the public requires immediate action, or that significant legal rights will be compromised if a court proceeding does not take place before the provisions of [the] act are complied with," then no proceeding provided by the Act is required before commencing litigation; and

WHEREAS, the Dispute presents important questions of law—namely, the proper interpretation of the JAA Charter and the resulting allocation of governmental powers between JAA and the Council—the resolution of which is fixed by law and cannot be altered, compromised, or settled through the negotiation, mediation, and meeting procedures prescribed by the Act; and

WHEREAS, because the legal rights at issue are fixed and nonnegotiable, requiring JAA to exhaust the multistage conflict-resolution procedures of the Act before obtaining a judicial determination would occasion delay during which JAA's significant legal rights would be compromised and the public welfare would be endangered, in that:

— JAA is presently operating under a budget demanding an expenditure that, if honored, (i) would constitute unlawful diversion of $10 million of revenues in violation of federal laws, regulations, and grant assurances, thereby jeopardizing JAA's eligibility for federal airport funding and exposing JAA to liability for repayment of grant funds, up to treble amounts, that may jeopardize JAA's ability to serve the region's air transportation needs; (ii) would interfere with an exclusive, legally enforceable lease between JAA and Million Air that runs through 2035; and (iii) may establish disparate treatment of FSCJ relative to similarly situated tenants, given the number of flight schools, colleges, and universities conducting business across JAA's airports;

— even if JAA does not honor the demanded expenditure, the active budget allocation effectively freezes $10 million of its funds;

— investment banks and credit-rating agencies have expressed concern that the Council's interference with JAA's exclusive powers over its projects, leases, contracts, budget, and revenues calls JAA's autonomy and creditworthiness into question, risking a decrease in JAA's credit rating and an increase in its borrowing costs and dissuading investors from purchasing bonds for JAA's expansion and development projects;

— JAA's contracting partners, including but not limited to a major airline, have expressed concern that the Council's interference with JAA's exclusive powers over its projects, leases, contracts, budget, and revenues calls into question JAA's autonomy to negotiate and honor agreements free from the interference of local politics;

— JAA has reason to believe that the Council plans to assert investigatory and subpoena powers over JAA and its leadership—which JAA denies the Council possesses with respect to JAA—if JAA does not capitulate to the Council's demands; and

— JAA has reason to believe that the Council plans to use its amendment of the 2026 budget as precedent to force further unwanted and unlawful projects and expenditures on JAA through amendments to JAA's 2027 budget, which JAA must present at a hearing of the Council's Budget Committee scheduled for August 14, 2026, and beyond; and

WHEREAS, the uncertainty regarding the legal and practical consequences of JAA's current budget, future budgets, and compliance or noncompliance with the Council's demands; JAA's inability to access the entirety of its funds; JAA's creditworthiness; JAA's autonomy and independence; and the Council's continuing interference with JAA's lawful governance and exclusive powers to manage its projects, leases, contracts, budget, and revenues, together threaten the continued safe and efficient functioning of that infrastructure and thereby endanger the public welfare; and

WHEREAS, the harm to JAA's significant legal rights and to the public welfare is ongoing and, in material respects, irreversible, and an expeditious judicial determination of the parties' respective powers is necessary to prevent that harm;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JACKSONVILLE AVIATION AUTHORITY, AS FOLLOWS:

Section 1. Findings Adopted. The foregoing recitals are true and correct, are supported by the facts before the Board, and are adopted by the Board as findings in support of this Resolution and incorporated herein by reference.

Section 2. Determination of Conflict and Necessity. The Board determines and finds that there exists a bona fide legal Dispute between JAA and the City regarding their respective powers under the JAA Charter; that the Dispute must be resolved to ensure that JAA can continue effectively serving the people of Northeast Florida and Southeast Georgia through its ownership and operation of the four public airports within Duval County; that JAA is a separate agency and political subdivision of the State of Florida and a client of OGC distinct from the City and the Council; that OGC has treated JAA and the Council as separate clients and has taken legal positions in the Dispute adverse to JAA; that an irreconcilable and nonwaivable conflict of interest prevents OGC from representing JAA in the Dispute; that OGC cannot provide legal services to JAA in the required legal area within the meaning of section 1(4) of the JAA Charter, and the exception in section 1(4) is therefore triggered as a matter of law; that JAA's use of OGC's legal services is not exclusive, and nothing in the JAA Charter prohibits JAA from obtaining a second opinion or engaging additional or independent counsel after using OGC's services; that, despite OGC's involvement over approximately two years, the Dispute remains unresolved and OGC has proved unable or unwilling to resolve it; that JAA is not a component, unit, department, or agency of the City or otherwise a part of City government; that even if JAA fell within consolidated government under section 7.02 of the City Charter, which JAA denies, there is a need for resolution of the Dispute by a court of competent jurisdiction as contemplated by that section; and that JAA is entitled to access to courts and to effective, conflict-free legal representation.

Section 3. Ratification of Prior Engagement. The Board ratifies, confirms, and approves the prior engagement of Independent Counsel to advise JAA concerning the Dispute and JAA's authority to engage independent counsel, and all actions heretofore taken by JAA's officers and management in furtherance of that engagement.

Section 4. Authorization of Engagement. The Board engages and authorizes the continued engagement of Independent Counsel as JAA's independent outside legal counsel to advise and represent JAA in connection with matters related to the Dispute, including, without limitation: (a) the rendering of legal advice—including advice in addition to, or as a second opinion to, that of OGC—concerning the JAA Charter, the City Charter, the respective powers of JAA and the Council, JAA's status as an agency and political subdivision of the State of Florida, and JAA's federal airport revenue-use obligations; (b) the prosecution of an action for declaratory and related relief against the City in a court of competent jurisdiction, and any appellate proceedings arising therefrom; and (c) representation of JAA in any proceeding a court may require under the Act.

Section 5. Engagement Terms; Execution. The Chair, the Chief Executive Officer, and such other officers as the Chair may designate are each authorized and directed, for and on behalf of JAA, to negotiate, execute, and deliver an engagement letter and any related agreements with Independent Counsel on terms consistent with this Resolution and to take all further actions reasonably necessary to carry out the intent of this Resolution.

Section 6. Findings Under Section 164.1041(2). The Board expressly finds and determines that the Dispute presents questions that cannot be altered through the procedures of the Act; that an immediate danger to the welfare of the public requires immediate action; and that JAA's significant legal rights will be compromised if a court proceeding does not take place before the provisions of the Act are complied with.

Section 7. Authorization to Proceed Directly to Court. Under section 164.1041(2) of the Act, and on the basis of the findings set forth above, the Board determines that no notice, public meeting, or other proceeding provided by the Act shall be required before JAA commences a court proceeding against the City, and JAA is authorized to commence an action for declaratory and related relief in a court of competent jurisdiction, without first completing the conflict-resolution procedures of the Act. A substantial working draft of the prospective complaint is attached to this resolution.

Section 8. Direction to Independent Counsel. Independent Counsel is authorized and directed to prepare and file such action and to take all actions reasonably necessary to prosecute it, and, in the event a court determines that the procedures of the Act must nonetheless be complied with before the action proceeds, to initiate and conduct those procedures on behalf of JAA and thereafter to resume prosecution of the action.

Section 9. Preservation of Rights. This Resolution is adopted without waiver of, and expressly preserves, all rights, powers, and remedies of JAA, including its position that it is an agency and political subdivision of the State of Florida and a separate client entitled to access to courts and to independent counsel in the Dispute.

Section 10. Notice to the Office of General Counsel. Independent Counsel is authorized and directed to provide written notice to the General Counsel of the City of Jacksonville advising that the Board has determined that a nonwaivable conflict exists, that JAA has engaged Independent Counsel in the Dispute, and that OGC should treat itself as withdrawn from the representation of JAA in the Dispute and should segregate any privileged materials of JAA concerning the Dispute.

Section 11. Severability. If any provision of this Resolution or its application is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

Section 12. Effective Date. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the Board of Directors of the Jacksonville Aviation Authority at a duly noticed public meeting held this 16th day of July, 2026, a quorum being present and voting.

JACKSONVILLE AVIATION AUTHORITY

By: ______________________________

Name: David Hodges Jr.
Its: Chair, Board of Directors

ATTEST:

____
Secretary, Board of Directors

Approved as to form and legal sufficiency:

____
Independent Counsel to the Jacksonville Aviation Authority

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA
CIVIL DIVISION

JACKSONVILLE AVIATION AUTHORITY,
a public body politic and corporate,

Plaintiff,

v. Case No.: ________________

CITY OF JACKSONVILLE,
a consolidated municipal corporation,

Defendant.

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff Jacksonville Aviation Authority ("JAA") sues Defendant City of Jacksonville (the "City") and alleges as follows.

NATURE OF THE ACTION

1. For over two decades, JAA and the City coexisted peacefully and productively. The Florida Legislature created JAA as a political subdivision of State government that is legally autonomous and separate from the City and that holds the exclusive power to direct its own financial and legal affairs. The Legislature charged JAA with a focused mission: to own, operate, manage, and develop the public airports serving Northeast Florida and Southeast Georgia. JAA fulfilled that mission with conspicuous success. It took four airfields, including a shuttered Navy base, and built them into world-class engines of commerce, national defense, and aerospace innovation, all without a single dollar from City taxpayers. The City, for its part, treated JAA as the separate State agency

it is, leaving JAA to do the work the Legislature assigned it, year after year, without incident.

2. That long peace has now been broken—not by JAA, but by the Jacksonville City Council ("Council"). The Council has mismanaged the City's financial affairs and now wants to pay for the consequences with other people's money. Beset by mounting budget deficits, criticized by the State's Chief Financial Officer for hundreds of millions in excess spending, and downgraded by independent fiscal watchdogs, the City wants to pickpocket the substantial reserves JAA has prudently accumulated—to fund the safe operation and expansion of the region's airports—to instead fund Council priorities it lacks the money to fund itself. The campaign has been led by the Council's liaison to JAA, Nick Howland—who pursued it first as a Councilmember, then as Council Vice President, and who now, having ascended to the presidency of the Council, directs it from the body's most powerful seat—but has at every step been joined, seconded, and ratified by the Council as a body. The City's Office of General Counsel ("OGC") has wrongfully provided legal cover for the Council's campaign based on expansive, and demonstrably false, misreadings of the City's power under the entities' governing charters. In truth, those charters grant the Council only limited authority to increase or decrease budget appropriations JAA requests from the City's taxpayers; the City has no power to insure against the Council's fiscal misfeasance by raiding the coffers of a separate body politic of State government.

3. Underlying the Council's overreach are JAA's obligations as an airport sponsor that receives federal grant assistance. To protect the nation's air transportation

infrastructure from the whims and fiscal irresponsibility of local politicians, the federal government has placed strict requirements on airport sponsors to spend all their revenues on their airports and nothing else. The Council was told, repeatedly and from every quarter, that diverting JAA's airport revenues to the City's preferred non-aviation priorities would violate federal law. Despite warnings by the Federal Aviation Administration ("FAA"), by outside aviation counsel, and even by OGC, the City pressed forward anyway. In August 2025, it converted a routine budget review into a two-hour interrogation of JAA's leadership and then voted to rewrite JAA's budget, inserting some $13 million in unfunded spending. The amendment even allocated $10 million to gut a hangar that JAA has under a long-term lease to a private tenant, in order to hand it to a community college. The FAA has since confirmed, in writing, that the City's demands "would likely constitute unlawful revenue diversion."

4. Worse, the City has also tried to hamstring JAA from asserting its legal rights as to contest the Council's encroachment. JAA retained independent counsel to advise it on the lawfulness of the City's demands. When that counsel advised the City had overstepped its limited fiscal authority and violated JAA's State-granted autonomy to govern and manage its own affairs, the City's General Counsel (who simultaneously represents the Council) disagreed and purported to fire JAA's independent counsel. The City has thus placed JAA in an untenable position: violated in its exclusive powers, subjected to unlawful budget commands by the Council, told it may not rely on counsel of its own choosing, and warned that there will be, in Council President Howland's

words, "hell to pay" if it does not yield. JAA has been told, in substance, that the City "owns" it.

5. But the City does not own JAA. And it never has. JAA is an agency and political subdivision of the State of Florida, created by special act of the Legislature, governed by a Board of Directors ("Board") majority-appointed by the Governor, and accountable to the State and the federal government—not to the City—for how it spends its revenues and accomplishes its mission. The City government's authority over JAA is limited to the few, specific powers the Legislature chose to confer. The powers to seize JAA's revenues, to dictate JAA's projects, to override JAA's leases and contracts, to preclude JAA from asserting its legal rights, and to compel JAA to break federal law are not among them.

6. JAA brings this action under chapter 86 of the Florida Statutes to obtain a judicial declaration of the parties' respective rights and powers before the City's campaign inflicts further, irreparable harm—on JAA's finances; on its autonomy as an agency and political subdivision of the State; on its relationships with its tenants, partners, and bondholders; on its standing with the federal government that holds it accountable; and on its ability to continue providing the exceptional public services the Legislature created it to perform. The requested declarations will resolve a present, ripe, and genuine controversy on which the parties have taken concrete and opposing positions. JAA seeks eight declarations, each addressed to a discrete legal question that now genuinely divides the parties and each necessary to restore the settled understanding under which JAA and the City coexisted for more than twenty years.

PARTIES, JURISDICTION, AND VENUE

7. Plaintiff JAA is a public body politic and corporate, created as an agency and political subdivision of the State of Florida by special act of the Florida Legislature, with its principal place of business at 14201 Pecan Park Road, Jacksonville, Florida 32218. JAA owns, operates, manages, and controls the four public airports located in Duval County: Jacksonville International Airport, Cecil Airport and Spaceport, Jacksonville Executive at Craig Airport, and Herlong Recreational Airport.

8. Defendant City of Jacksonville is a consolidated municipal corporation organized under the laws of the State of Florida, comprising the consolidated government of the former county government of Duval County, the municipal government of the City of Jacksonville, the Duval County Air Improvement Authority, the east Duval County Mosquito Control District, and the northeast Duval County Mosquito Control District. The Council is the legislative body of the City. The City's OGC, headed by the General Counsel, furnishes legal services within the consolidated government. The City has no ownership of JAA's assets, nor does the City carry any obligation for JAA's liabilities.

9. This Court has subject-matter jurisdiction under section 86.011 of the Florida Statutes, which empowers circuit courts to declare rights, status, and other equitable or legal relations, and under section 26.012 of the Florida Statutes. There exists a bona fide, actual, present, and practical need for the declarations sought; the rights of JAA and the City depend on disputed questions of law; and the parties have actual, present, and antagonistic legal interests in the subject matter. *See May v. Holley*, 59 So. 2d 636, 639 (Fla. 1952). The declarations sought are not requested to obtain legal advice, to answer

questions propounded from curiosity, or to resolve a hypothetical or contingent state of facts; an actual, justiciable controversy exists between the parties. *See Santa Rosa County v. Admin. Comm'n, Div. of Admin. Hearings*, 661 So. 2d 1190, 1192–93 (Fla. 1995).

10. This Court has personal jurisdiction over the City because the City is a municipal corporation located, organized, and operating in Duval County, Florida, and the acts and controversies giving rise to this action occurred in Duval County.

11. Venue is proper in Duval County under section 47.011 of the Florida Statutes, because the City resides in Duval County, the causes of action accrued in Duval County, and the property and governmental functions at issue are located in Duval County.

12. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived or excused.

RELEVANT FACTUAL BACKGROUND

In the Beginning: The Jacksonville Port Authority and Consolidation

13. In 1963, the Florida Legislature created the Jacksonville Port Authority and transferred to it the seaport operations formerly conducted by the City and Duval County. Ch. 63-1447, § 1, at 1573, Laws of Fla. Rather than place the Port Authority under the City's ownership or within the City Charter, the Legislature chartered the Port Authority as a separate body politic and corporate. *Id.*

14. Jacksonville's airports used to belong to the City. In 1967, in anticipation of the consolidation of the City of Jacksonville and Duval County, the Legislature stripped the airports from the City and transferred them to the Port Authority, along with all debt obligations the City bore with respect to airport property and facilities. Ch. 67-1533, § 6,

at 2139–40, Laws of Fla. The Legislature left unchanged the Port Authority's separate corporate existence and its self-generated, self-managed revenues. From the outset, the Port Authority's enabling legislation required that its revenues be "expended exclusively" for the operation, maintenance, and improvement of its own projects. Ch. 63-1447, § 3, at 1579–80.

Reorganization: The Creation and Success of the Jacksonville Aviation Authority

15. In 2001, the Legislature split the seaport and aviation components of the Port Authority into two separate entities, creating the Jacksonville Airport Authority (later renamed the Jacksonville Aviation Authority) as a "separate bod[y] politic and corporate . . . created as [an] agenc[y] and political subdivision[] of the State of Florida and . . . not [a] municipalit[y]." Ch. 2001-319, § 1, at 1, Laws of Fla. The legislation separating the entities amended the City Charter to include the "Jacksonville Airport Authority" in the charter's definition of the City's "[i]ndependent agencies." *Id.* § 3, at 16.

16. But that changed in 2004, when the Legislature enacted a standalone charter for JAA. Ch. 2004-464, Laws of Fla. (as amended by Ch. 2005-328) (the "JAA Charter"). The enabling legislation repealed the 2001 legislation, thus removing the Jacksonville Airport Authority from the City Charter's list of independent agencies. *Id.* § 4, at 15. The JAA Charter instead made JAA expressly a "political subdivision of the State." *Id.* § 1, at 15.

17. The JAA Charter could not be clearer about this. Section 1(1) of the JAA Charter declares JAA to be "a separate body politic and corporate . . . created as an agency and political subdivision of the State of Florida in the nature of counties and not municipalities." Section 14 declares that JAA "is a political subdivision of the State of

Florida, a local governmental body within the meaning of section 10(c)(2), Article VII of the State Constitution." The JAA Charter contains no language making JAA an agency of the City or placing it within the consolidated government. The Florida Supreme Court has confirmed that JAA is "a political subdivision of the state of Florida" that "derives its power and authority from its Charter, which is a special act of the Legislature." *Jackson-Shaw Co. v. Jacksonville Aviation Auth.*, 8 So. 3d 1076, 1078 (Fla. 2008).

18. The Legislature vested JAA's governance in a seven-member Board: four members appointed by the Governor of Florida and confirmed by the Florida Senate, and three members appointed by the Mayor of Jacksonville and confirmed by the Council. JAA Charter § 1(2). A majority of JAA's Board is therefore appointed by the Governor of the State, not by any official or body of the City, and none are selected by the Council.

19. The Legislature granted JAA broad and, in pertinent respects, exclusive powers within its jurisdiction, including the power to:

- "sue and be sued, implead and be impleaded, complain, and defend in all courts" (§ 3(1));

- "construct, acquire, establish, improve, extend, enlarge, reconstruct, re-equip, maintain, repair, and operate" airport facilities of all kinds (§ 3(3)) (the "Project Power");

- "make and execute leases or agreements for the use and occupation of the property and/or projects under the control of the authority on such terms, conditions, and period of time as it may determine" (§ 3(8)) (the "Leasing Power");

- "make and enter into all contracts and agreements . . . necessary and incidental to the performance of [its] duties . . . and the exercise of its powers" (§ 3(8)) (the "Contract Power"); and

- "do all other acts and things necessary or proper in the exercise of the powers herein granted" (§ 3(19)).

20. The Legislature also directed that JAA "shall prepare" its own annual budget and "submit" it to the Council "on or before July 1" (§ 5) (the "Budget Power").

21. Although JAA is entirely self-funded from its own revenues—it has never sought a dime from the City's taxpayers—the JAA Charter allows for the possibility that JAA may request a budget appropriation from the City and provides that the Council, "consistent with the provisions of the Charter of the City of Jacksonville, may increase or decrease the appropriation (budget) requested by [JAA] on a total basis or a line-by-line basis" (§ 5).

22. The Legislature conferred on the Council only a few, specific powers with respect to JAA, and no others. They are: (a) confirming the Mayor's three appointments to the Board (§ 1(2)); (b) providing for the payment of reasonable expenses of Board members and JAA employees (§ 1(3)); (c) approving, by simple-majority vote, JAA's use of its real property for facilities for recreational programs and activities (§ 2(6)); (d) holding and conducting general-obligation bond elections at JAA's request (§ 4(6)); (e) auditing JAA's records through the Council Auditor (§ 9); and (f) increasing or decreasing any budget appropriation JAA requests, on a total or line-by-line basis (§ 5). The Legislature granted the Council no power to initiate appropriations; to direct JAA's projects, leases, or contracts; to investigate JAA; or to control JAA's revenues.

23. Under this framework, JAA flourished. JAA receives no appropriation of City tax dollars and levies no ad valorem taxes of its own; it funds its operations entirely from its

own revenues—landing fees, terminal and facility rents, concessions, and similar airport-generated sources—and funds its capital program through its own bonds, federal and state grants, and passenger and customer facility charges. Of the approximately $1 billion spent on its capital program since 2005, JAA has spent more than $500 million, and the FAA and the State have invested more than $100 million each in grants. Again, the City and its taxpayers have spent nothing. JAA's annual operating revenues reached a record $140 million in 2025, a 75% increase from 2016. In 2026, the three major credit rating agencies praised JAA for its creditworthiness, specifically noting its "robust management oversight," "exceptionally high liquidity," and "[v]ery strong financial profile."

24. Jacksonville International Airport was ranked the number-two medium-hub airport in the United States by J.D. Power in 2024, generates approximately $3 billion in annual regional economic impact, and is undertaking a terminal-modernization program, including a new concourse, valued at approximately $450 million. Since 2016, nonstop destinations have increased by 36%, available seats to nonstop markets have increased by 51.8%, weekly available flights have increased by 13.1%, and six new airlines have begun service. In 2024, Jacksonville International Airport hit a new record with 7,629,080 total passengers—up 6% from the pre-COVID record set in 2019.

25. A former Naval Air Station transferred to the Port Authority through the federal Base Realignment and Closure process in 1999, Cecil Airport has been transformed, through some $600 million in investment by JAA and its federal and state partners, into one of the premier industrial airports in the United States. JAA's fiscally conservative

practices have enabled it to strike innovative partnerships with the likes of The Boeing Company, which received $155 million in JAA funding to construct a $184 million, 400,000-square-foot hangar at Cecil for the maintenance and upgrade of F/A-18, P-8, and KC-46 military aircraft, doubling the workforce at Cecil from approximately 400 to 800 employees. Thanks to JAA's partnership with Boeing, large-scale maintenance-repair-overhaul operators serving major airlines and Amazon Prime Air, and Hermeus (which is developing hypersonic propulsion for the U.S. military), Cecil contributes more than $2 billion in annual regional economic impact. Cecil holds a federal license as a horizontal commercial spaceport, possesses the third-longest runway in Florida (12,500 feet), and serves as a base for U.S. Customs and Coast Guard drug-interdiction missions. In 2025, Otto Aerospace announced that it would locate the manufacturing facility and headquarters for its next-generation Phantom 3500 business jet at Cecil, a project announced by the Governor of Florida at the Paris Air Show and supported by State incentives exceeding $400 million.

26. Jacksonville Executive at Craig Airport serves general aviation, corporate, and flight-training operations. In 2024, Craig became home to a new Amazon last-mile logistics facility on JAA-developed land. Herlong Recreational Airport serves the region's general-aviation, sport-flying, and recreational communities. Across all four airports, JAA has earned national recognition for safety, emergency preparedness, and passenger experience.

27. For more than a decade, the City's own auditors have confirmed JAA's fiscal independence from the City. In its Comprehensive Annual Financial Report for the fiscal

year ended September 30, 2013, the City implemented Governmental Accounting Standards Board Statement No. 61. Upon applying that standard, the City found that JAA "no longer met the criteria to be included as [a] discretely presented component unit[]" in the City's financial reporting, because the City lacked the requisite "fiscal dependen[cy]" and "financial benefit/burden" relationship with JAA. The City removed JAA's financial statements from its own report and never put them back.

JAA's Obligations as an Airport Sponsor Under Federal Law

28. To protect the nation's air transportation infrastructure from local politicians seeking sources of funding for political projects and irresponsible local governments seeking to make ends meet, the federal government has placed strict requirements on the use of airport revenue. As the sponsor of federally obligated airports that have accepted federal financial assistance, JAA is bound by these laws. Under 49 U.S.C. sections 47107(b) and 47133 and FAA Grant Assurance 25, all revenue generated by a federally obligated airport "must be expended" for the capital or operating costs of the airport, the local airport system, or other local facilities that are "directly and substantially related to the actual air transportation of passengers or property," or for noise-mitigation purposes.

29. The expenditure of airport revenue on facilities or purposes not directly and substantially related to air transportation constitutes unlawful "revenue diversion." The FAA's Policy and Procedures Concerning the Use of Airport Revenue, 64 Fed. Reg. 7696 (Feb. 16, 1999), elaborates these requirements. Unlawful revenue diversion exposes both the airport sponsor and the recipient of the diverted funds to severe federal

consequences, including civil penalties, the withholding or repayment of federal grant funds, and liability for up to treble the amount unlawfully diverted.

30. JAA's obligation to comply with the federal revenue-use requirements is nonnegotiable and runs directly to the federal government. JAA cannot lawfully be directed by the City, State, or any other entity to divert airport revenue in violation of federal law.

Twenty Years of Peaceful Coexistence

31. From the creation of the JAA Charter until the events giving rise to this action, JAA and the City coexisted without material conflict over JAA's budget, revenues, or governance. Each year, JAA explained its mission, its autonomy, and its federal obligations to incoming Councilmembers, and JAA's explanations were accepted without challenge.

32. For more than two decades, the Council exercised its limited budget-adjustment power without attempting to force unrequested expenditures on JAA; without attempting to dictate JAA's projects, leases, or contracts; and without asserting ownership or control over JAA's revenues. JAA's annual budget hearings before the Council were short, uneventful, and cordial. The settled, shared understanding—reflected in the JAA Charter, in JAA's practice, and in the City's conduct—was that JAA governed its own airports and its own finances, without requesting budget appropriations from the City, subject only to the specific, limited oversight the Legislature had granted the Council.

The City's Fiscal Problems and the Search for Other People's Money

33. Beginning in the early 2020s, the City's fiscal condition deteriorated. The City began to look outward to the revenues of its better-run independent agencies to relieve the pressure on its own budget, and a documented pattern of capturing the revenues and control of those agencies emerged. Most notably, the Council targeted JEA, the City's electric and water utility over which the City has recently wrestled increased direct control. Under the current regime, JEA pays the City more than $100 million in contributions every year, which corresponds to the $106 million in increased revenue that JEA will realize under a proposed rate hike currently pending before the Public Service Commission.

34. In 2024, the independent fiscal watchdog Truth in Accounting assigned the City a grade of "D," ranking it 65th of the 75 largest U.S. cities. The watchdog reported that the City needed approximately $3.5 billion to pay its bills, driven principally by unfunded pension and retiree-benefit obligations.

35. In both 2025 and 2026, the Chief Financial Officer of the State of Florida publicly identified the City's budgets as containing hundreds of millions of dollars in "excessive, wasteful spending"—approximately $199 million for fiscal year 2024–25 and rising to approximately $276 million for fiscal year 2025–26, the same year JAA achieved record highs in operating revenue and cash on hand. The City's 2025 budget process was among the most contentious in memory, culminating in a nearly fourteen-hour Council session and a narrowly approved millage-rate reduction that, according to the Council's own

auditors, contributed to projected deficits of approximately $61.6 million in 2027 and $57.25 million in 2028.

The Council Eyes JAA's Revenues

36. Against this fiscal backdrop, and beginning in 2023, then-Councilmember (and later Council Vice President) Nick Howland began a sustained effort to put what he described as JAA's "excess profits" to what he called "more productive uses." JAA maintains substantial cash reserves of approximately $400 million, accumulated from its own revenues to fund the safe operation, maintenance, and expansion of the region's airports, including the new concourse currently under construction at Jacksonville International Airport. Mr. Howland also served as Vice Chair of the Council's Finance Committee and has since become Council President.

37. Mr. Howland proposed a succession of methods by which the City might divert JAA's revenues, including a $10 million charitable contribution from JAA to the Kids Hope Alliance; the imposition of a City "management fee" on JAA; overcharging JAA for City services such as those of the Sheriff's Office, Fire and Rescue Department, and JEA; the forbearance of charges owed to JAA, such as rent or parking, by the Sheriff's Office and City officials; a "royalty" for JAA's use of land the City purportedly "gifted" to JAA (it did not); the construction of a "new City prison" on Cecil or Jacksonville International Airport property using JAA funds; the transfer of JAA's airport sponsorship to a new entity under the City's control; and a contribution of as much as $25 million from JAA to fund a JEA project to raise electrical power lines over the St. Johns River.

38. These proposals were not idle musings. In a May 31, 2024, email to OGC, for example, Mr. Howland asked the City's lawyers to research whether "FAA revenue diversion law would allow JAA to fund the construction of a new city prison" on airport property, explaining that he was "guided . . . by the principal [sic] that [the City] could put JAA's excess profits to more productive uses, such as for downtown investment or a new prison," and recounting that his prior suggestions—"a management fee, higher rates for [the Fire and Rescue Department] or JEA, a royalty for use of gifted land, etc."—had been "essentially turned down" by JAA staff.

39. Mr. Howland pressed harder in an email to JAA's Chief Financial Officer on July 14, 2024, demanding that the seniormost JAA officials meet with him personally to discuss what were, at the time, his "seven specific revenue diversion suggestions." "JAA is a subsidiary of the City," he wrote, and "I'm not sure JAA is taking my revenue diversion inquiries seriously." He complained that, even though "the financial pressures on the City have only increased" since he began demanding revenue diversion, JAA had offered no "suggestions . . . for how it could possibly dividend [sic] excess profits to the City"—the very activity the federal government imposed the revenue diversion laws to prevent. "City Council holds the power of the purse," he concluded, conflating JAA revenues with the City's taxpayer-funded treasury, so "JAA [must] consider diverting excess profits to the City."

40. At every stage, JAA duly consulted the FAA's Orlando Airports District Office, outside law firms specializing in aviation law, and/or the City's own OGC about the "specific revenue diversion suggestions." JAA was advised, repeatedly and consistently,

that the proposals would constitute unlawful revenue diversion in violation of federal law. JAA conveyed that advice to the Council.

41. The City's own General Counsel agreed. In a memorandum dated September 20, 2024, OGC advised that JAA's funds could not lawfully be diverted to raise JEA's power lines over the St. Johns River. In a further memorandum to Mr. Howland dated October 8, 2024, the General Counsel acknowledged that "federal regulations suggest[] that it is inappropriate to demand of an airport sponsor that the sponsor create a method of diverting funds to a government entity."

42. Not to be dissuaded, in November 2024, Mr. Howland presented to JAA's Board a proposal that JAA spend $29 million of its revenues to expand the training center of Florida State College at Jacksonville ("FSCJ") for FAA-certified aviation mechanics at Cecil Airport, which he described as an "unsurpassed opportunity." JAA submitted the proposal to the FAA. The FAA responded, in or about January 2025, that federal regulations would not permit JAA to spend airport revenues on the FSCJ training center. Nevertheless, the FAA noted that it could approve JAA's providing existing hangar space to FSCJ at a reduced rental rate. JAA so advised the Council.

43. In June 2025, Mr. Howland sent JAA an email urging JAA to "challenge [the FAA's] assertion that FSCJ's . . . vocational school (which qualifies FAA Part 145 technicians) is NOT directly and substantially related to air transportation of passengers or property." JAA's obligation is to avoid revenue diversion, not to push back on the FAA's warnings.

44. Despite the uniform advice against diverting JAA revenues, the City did not abandon its effort to do so. It changed tactics.

The Council's 2026 Budget Hearing and Amendment

45. In the run-up to the 2026 budget, after facing scrutiny over his long trail of attempts to divert JAA revenues, Mr. Howland represented that he would not demand that JAA fund the $29 million FSCJ training-center project.

46. JAA prepared its budget for fiscal year 2025–26 in the exercise of its Budget Power and submitted that budget to the Council, as the JAA Charter requires. JAA requested no budget appropriation from the City and set aside no revenues to fund an FSCJ training center or any of the other projects Mr. Howland had proposed.

47. On August 15, 2025, at the Council Finance Committee's budget hearing, Mr. Howland reversed course from his signaled pullback. Joined and seconded by other Councilmembers, Mr. Howland presented a series of motions to divert millions in JAA's revenues to various ends. These motions transformed a routine presentation of JAA's budget into an extended interrogation of JAA's leadership concerning JAA's reserves, its revenues, and its refusal to hand its retained earnings to the City to fund the Council's preferred projects. JAA's Chief Executive Officer, Chief Financial Officer, and Chief Compliance Officer appeared and explained JAA's mission, its federal obligations, and the legal and practical problems with the proposals being pressed upon it. The Council Auditor advised the committee that, while it could restructure JAA's funds, those funds "can't be forced to be spent." JAA's representatives pushed back on the implementation and timing of the Council's proposals.

48. The Council had been told, before the hearing, that JAA could not lawfully be made to fund the FSCJ training center—just as it had been with the myriad other ideas advanced to seize JAA revenues. Mr. Howland pressed forward regardless. "I don't want to hear any more 'no's,'" he told JAA's leaders. When JAA's Chief Executive Officer explained that the "'no' isn't from us—it's from our boss," referring to the FAA, Mr. Howland replied, "[L]et's see if we can work together to get your boss to a 'yes.'"

49. Over JAA's objection regarding the legality, implementation, and timing of the proposals, the Finance Committee—on motions by Mr. Howland and seconded or joined by Councilmembers Arias and Lahnen, among others—voted to amend JAA's budget to (a) move forward and accelerate certain Cecil Spaceport capital projects totaling approximately $2,725,000, funded from JAA's retained earnings (Howland/Arias; funding amendment Howland/Lahnen); (b) add $500,000 in professional-services funding for a Cecil aerospace "growth plan," funded from retained earnings (Howland/Arias); and (c) add $10 million "to potentially fund" a JAA/FSCJ Northeast Advanced Aviation Maintenance Training Center at Hangar 14 of Cecil Airport, "subject to FAA approval" and funded from retained earnings (Howland/Diamond)—together totaling approximately $13 million in spending that JAA had neither requested nor allocated and that the City would not provide (collectively, the "Amendment").

50. Other Councilmembers joined the chorus during the hearing. Councilmember Salem stated that, although Councilmembers are not members of JAA's Board, they should be permitted to participate in JAA's Board meetings. Councilmember Arias stated that he would propose changing the composition of JAA's Board to add City

Council appointments, on the asserted ground that JAA's budget comes before the Council. Mr. Howland, for his part, raised "the role of a council liaison to independent authority boards, and the appointing authority for those boards" and suggested amending the JAA Charter to expand the Council's role.

51. The full Council thereafter voted to adopt the budget incorporating the Amendment. The Amendment did not increase or decrease any appropriation JAA had requested (JAA had requested, and received, no appropriation from the City at all). Rather, it created, from whole cloth, new line items directing JAA to spend its own revenues on projects JAA had not proposed and did not want—one of which, the Hangar 14 renovation, would require JAA to dispossess an existing tenant holding a long-term lease.

52. On or about September 29, 2025, JAA's Board adopted a resolution opposing the Amendment and declining to implement it.

The Fallout

53. The Amendment provoked precisely the harms JAA had warned of—and then some. By letter dated September 26, 2025, counsel for Jacksonville Jetport, LLC—which operates the Million Air fixed-base operation at Cecil Airport under a long-term lease with JAA running through 2041—advised the Council President that the Amendment, if implemented, would interfere with Million Air's lease of Hangar 14 (a portion of which Million Air in turn subleases to U.S. Customs and Border Protection through at least 2027). Million Air stated that it would "have no choice but to file suit" and

confirmed that, in its own informed view, the contemplated revenue diversion would place JAA "in violation of the Grant Assurances it made to the" FAA.

54. The Amendment also alarmed the capital markets on which JAA depends to finance its airport expansion. As JAA prepared to enter the bond market to raise approximately $300 million for the new concourse at Jacksonville International Airport, five of the nine investment banks that applied to underwrite the issuance—RBC Capital Markets, BofA Securities, Piper Sandler, Samuel A. Ramirez & Co., and Wells Fargo—flagged the Council's interference with JAA's budget as a risk that rating agencies and investors might view as threatening JAA's autonomy, its financial flexibility, and the security of its bondholders. JAA's representatives publicly acknowledged that this perception "could cause a lower credit rating, higher interest rates, or cause investors not to want to invest in the bonds." JAA's contracting partners agreed. A major airline, for example, expressed concern that the Council's infringement on JAA's powers cast doubt on its autonomy and its ability to enter and honor contracts free from local political whims.

55. When JAA, confronting these consequences, retained the law firm of Lawson Huck Gonzalez, PLLC to advise it, that firm concluded in a written memorandum dated September 11, 2025, that the Council had exceeded its limited fiscal authority in adopting the Amendment. The General Counsel sharply disagreed; told JAA's Board, on or about September 29, 2025, that the Council "absolutely" had authority to amend JAA's budget; and, on or about October 6, 2025, sent the Lawson firm a termination letter.

56. The General Counsel has verbally suggested to JAA that it "need not" actually expend the directed funds. But he has declined JAA's request to reduce that suggestion to writing, and that informal suggestion affords JAA no reliable protection against the consequences of an active budget directive. By contrast, his written advice signals alignment with the Council's incorrect views that JAA is an independent agency of the City and is within the consolidated government, that the Council has the power to amend JAA's budget, and that the Council's investigatory powers extend to JAA. And in addition to his attempts to deny JAA independent legal representation, despite JAA's State-granted power to sue or implead in any court, the General Counsel has stated that JAA lacks the capacity to bring this very suit.

57. On June 25, 2026, the FAA issued a written advisory letter to JAA's Board confirming JAA's position regarding unlawful revenue diversion. Noting that JAA "currently maintains approximately $400 million in cash reserves," the FAA itemized the "extraordinary external pressures" being placed on JAA—including proposals to finance the elevation of JEA's power lines, to distribute airport funds to the Kids Hope Alliance, to reassign a hangar lease to a local college, to pay for general City services, and to finance the construction of a vocational-technical school—and advised that "such initiatives are inconsistent with Federal revenue-use requirements" and "would likely constitute unlawful revenue diversion," exposing JAA to "Federal enforcement actions, civil penalties, and the suspension of future Airport Improvement Program grants." The FAA further expressed "serious concern" about "reports that JAA executive leadership has faced threats of personnel action for adhering to Federal grant assurances, alongside

proposals to alter the JAA charter to privatize the airport." The FAA transmitted copies of its letter to the Florida Department of Transportation, the Mayor, and the leadership of the Council.

JAA Offers to Partner Lawfully, and the City Refuses

58. Throughout this dispute, JAA has clearly articulated a willingness to cooperate with the City's economic-development goals. JAA has repeatedly offered to partner with the City and FSCJ in ways that federal law permits—including, as the FAA itself suggested, by providing existing and underused hangar and training space to FSCJ at a reduced rental rate, an arrangement that would advance aviation-workforce development without diverting airport revenue. But the City has been unwilling to engage with JAA on these lawful alternatives. Having been well informed that its demands constitute unlawful revenue diversion, the City has forged ahead with those demands rather than pursue the lawful partnership JAA has offered.

The Council Moves to Amend the JAA Charter

59. Rather than accept the legal advice it had received from every quarter, the City escalated. Assisted by the General Counsel, and unbeknownst to JAA, the Council passed Council Resolution 2025-693, which characterized JAA as an "independent authority within the Consolidated Government of the City of Jacksonville" and expressed the Council's support for a local bill to amend the JAA Charter to, among other things, rename JAA the "Jacksonville Aviation and Aerospace Authority," reconstitute JAA's Board, make JAA "responsible for" the economic development of

Cecil Airport, and require JAA to submit an annual economic-development plan to the Council concurrently with its budget.

60. The proposed Charter amendment proceeded through the Legislature as HB 4045. In what was characterized as a compromise, the most overt features of the original proposal—the name change and the reconstitution of JAA's Board—were dropped; in their place, JAA agreed to the creation of an economic-development committee comprising JAA Board members and Councilmembers. As enacted, HB 4045 makes JAA "responsible for the economic development of Cecil Airport," requires JAA to present an annual economic-development plan for Cecil Airport to the Council along with its annual budget, and raises JAA's competitive-bidding thresholds. HB 4045 was approved by the Florida House on February 11, 2026; was approved by the Florida Senate on March 11, 2026; and was signed into law by the Governor on June 8, 2026, as chapter 2026-204, Laws of Florida.

61. Nothing in the text of the charter amendment empowers the Council to direct or control JAA's revenues, to compel JAA to build or fund particular projects under the banner of economic development, to direct or supervise JAA's preparation of its annual economic-development plan, or otherwise to enlarge the Council's limited powers under the JAA Charter. Nevertheless, Mr. Howland has clearly signaled his view that the charter amendment provides the path the City needs to trample JAA's exclusive powers, circumvent federal revenue diversion law, and overcome the Council Auditor's conclusion at the 2026 budget hearing that any JAA revenues the Council purports to

reallocate "can't be forced to be spent" on political projects for which the Council is unwilling or unable to pay from the City's own treasury.

62. In an email sent to a JAA Board member on April 23, 2026, Mr. Howland lamented being "stuck in the exact same position from last August's budget meeting where I said 'I don't want to hear anymore no's.'" "It's abundantly clear [the JAA Board sees] neither the City Council nor the State legislature as an authority," Mr. Howland continued. "But, they work for the board, and it is the Board's responsibility to abide by and implement the charter. City Council and the State Legislature put 'workforce development' intentionally in the definition of economic development in the revised charter language for this very project," meaning the FSCJ training center the Council had demanded despite knowing it constituted unlawful revenue diversion. Mr. Howland again urged the Board member to "have JAA leadership set . . . up" a meeting with the FAA to challenge its determination that JAA could not lawfully fund the FSCJ training center.

63. Although the $500,000 the Council added for a Cecil aerospace "growth plan" nominally corresponds to the annual planning obligation HB 4045 later imposed, Mr. Howland has publicly stated, on numerous occasions, that he expects that money to be used to retain a third-party consulting firm of his choosing to perform a study. His own "growth strategy" materials direct JAA to undertake specific tasks not required by HB 4045, including the creation of a "target recruitment list" of companies. In a memorandum dated February 4, 2026, Mr. Howland directed that JAA "should seek a qualified consulting firm" and supplied JAA with a list of five specific firms—together with the names and contact information of particular individuals at each—that he

deemed "well suited" for the engagement. The Legislature gave the Council no power to direct how JAA prepares its plan or whom JAA retains to assist it.

The Threat of Escalation

64. On May 26, 2026, the Council elected Mr. Howland its President, effective July 1, 2026. Mr. Howland singled out JAA in his installation speech, declaring that JAA would "be pressed to ensure that Cecil Spaceport ramps up this year" and that "[t]he market is booming, and it'll pass us by if we don't move quickly" and faulting JAA on matters of transparency. His ascension places the architect of the campaign against JAA at the head of the body whose powers are at issue in this case and whose members have signaled lockstep coordination to capture JAA's revenues and take control of its operations.

65. Mr. Howland's posture toward JAA has been coercive—sometimes openly, sometimes subtly. When Mr. Howland made his initial demand that JAA give $10 million to the Kids Hope Alliance, he threatened JAA's Chief Financial Officer that he would change the JAA Charter and sell the airports if JAA did not comply. In another documented exchange, JAA's Chief Compliance Officer informed Mr. Howland that JAA would not award a contract to one of Mr. Howland's handpicked consulting firms in circumvention of JAA's procurement process. In response, Mr. Howland told him and another JAA official that "if you keep undermining my economic development efforts, there will be hell to pay." Following a JAA Board meeting, he told JAA's Chief Financial Officer words to the effect that "we own you," meaning the City with respect to JAA—a position he reinforces with carefully tailored language such as referring to "JAA's new economic growth and job creation responsibilities as now enumerated in the City

Charter," itself a mischaracterization of HB 4045's amendment to the entirely separate JAA Charter.

66. Shortly before his election as Council President, a JAA Board member sent an email to Mr. Howland expressing "shock[]" and "disappoint[ment]" at his "consistent requests for JAA to divert revenue for so many of [his] initiatives" and pleaded with him to "stop harassing, bullying, and threatening [JAA's] people, directly and indirectly, to accomplish divergent goals." Mr. Howland responded by falsely stating that he had never "asked JAA to divert revenue" and expressing "extreme[] surprise[] by [the] accusation of bullying, intimidation, and threats." Mr. Howland insisted that he had been "nothing but a gentleman" toward JAA and noted pointedly that he had not "formed a [special investigative committee]" or "called for resignations."

67. The Council's stated purpose for diverting JAA revenues has evolved over time, from wanting JAA to do its part to alleviate the City's self-imposed "financial pressures" to the more politically marketable goal of "workforce development." And it has employed many tactics in its campaign, ranging from requests to demands to threats to budget amendments to charter amendments. The one thing that has not changed is the single-minded obsession to coopt JAA's powers and seize its revenues for political purposes, state and federal law notwithstanding. On information and belief, the Council's efforts to assert control over JAA will continue and will escalate—including by pursuing adverse action against JAA's leadership; by further intervening in JAA's budget, projects, leases, and policies; by asserting investigative and subpoena powers over JAA; by seeking to place Council appointees on JAA's Board or Councilmembers

in JAA's boardroom; by forcing unwanted changes to the operating procedures of JAA's Board and leadership; and by using the 2026 Amendment as a precedent to force additional unwanted projects and expenditures upon JAA in the 2026–27 budget cycle and beyond—in each case in ways that threaten JAA's autonomy and expose it to federal enforcement.

68. An actual, present, and justiciable controversy therefore exists between JAA and the City concerning the matters set forth below. JAA is in genuine doubt as to its rights and obligations, and a declaration of the parties' respective rights and powers is necessary and appropriate to resolve that controversy and to prevent the irreparable harm that the City's continuing course of conduct threatens.

COUNT I

Declaratory Judgment That JAA Is an Agency of the State of Florida and Not a Component or Agency of the City

69. JAA realleges and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as though fully set forth herein.

70. The JAA Charter declares JAA to be "a separate body politic and corporate . . . created as an agency and political subdivision of the State of Florida in the nature of counties and not municipalities" (§ 1(1)) and "a political subdivision of the State of Florida" (§ 14). The Florida Supreme Court has confirmed that JAA is a "political subdivision of the state of Florida" that derives its authority from a special act of the Legislature. *Jackson-Shaw*, 8 So. 3d at 1078. Although the Legislature placed the "Jacksonville Airport Authority" among the City's independent agencies upon splitting

it from the Port, it repealed that amendment within three years when it established the current JAA Charter and expressly made JAA a "political subdivision of the State."

71. JAA is governed by a Board majority-appointed by the Governor of Florida and confirmed by the Florida Senate; JAA receives no appropriation of City tax revenue; JAA generates and manages its own revenues outside the City treasury; and JAA may be altered or abolished only by the Legislature, not by the City. The City's own auditors removed JAA from the City's financial reporting in 2013 on the grounds that JAA is not fiscally dependent on the City.

72. The City contends that JAA is a "subsidiary" of the City and—in a position echoed by OGC—that JAA is "still part of the Consolidated City government" and is subject to the control of the City's legislative and executive branches beyond the specific powers the Legislature conferred. JAA contends that it is an agency and political subdivision of the State, that it is not a component or agency of the City, and that the City's authority over JAA is limited to the specific powers expressly granted by the JAA Charter.

73. JAA's autonomy as a separately chartered governmental entity is not an end unto itself. It is essential to two accountabilities the law imposes on it: to the State, for accomplishing its legislatively directed mission of operating, managing, and controlling all publicly owned airports in Duval County, and to the federal government, for the lawful use of its revenues.

74. This Court has previously recognized, in litigation in which the City prevailed, that JAA "is an independent authority created and governed by special acts of the Florida Legislature, over which the City has no ultimate control," and that, "[w]hile the

City has some budgetary review and approval powers over JAA, the City appropriates no funds for JAA's use." *City of Jacksonville v. VoteJacksonville.com*, No. 16-2006-CA-005643 (Fla. 4th Cir. Ct. Sept. 15, 2006).

75. An actual and present controversy exists between the parties as to JAA's status, and JAA is in doubt as to its rights, such that a declaration is necessary to resolve the controversy.

WHEREFORE, JAA respectfully requests that this Court enter judgment declaring that JAA is an agency and political subdivision of the State of Florida and is not a component, department, subsidiary, or agency of the City of Jacksonville; declaring that the City's authority over JAA is limited to the specific powers expressly granted to the City or the Council by the JAA Charter; and granting such further relief as the Court deems just and proper, including costs.

COUNT II

Declaratory Judgment That the Council Has No Right of Ownership or Control over JAA's Revenues

76. JAA realleges and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as though fully set forth herein.

77. JAA generates its revenues from the operation of its airports. Those revenues are not derived from the City, are not deposited into the City's general fund or treasury, and are banked, accounted for, and managed by JAA outside the control of the City.

78. Federal law requires that JAA's airport revenues be expended exclusively for airport-related purposes and prohibits their diversion to unrelated municipal purposes.

49 U.S.C. §§ 47107(b), 47133; FAA Grant Assurance 25. That the City's intrusion would compel JAA to violate federal law underscores the gravity of, and the present need to resolve, the controversy.

79. The City, through the Council, contends that it may direct, redirect, capture, or control JAA's revenues—through management fees, royalties, charitable contributions, service overcharges, forced expenditures, or otherwise—to fund the City's political projects unrelated to the actual air transportation of passengers or property. JAA contends that the City and the Council have no right of ownership of, or control over, JAA's revenues; that the Council's fiscal authority over JAA is limited to increasing or decreasing a budget appropriation JAA has requested from the City; and that any direction to expend JAA's revenues on non-airport purposes is both ultra vires and contrary to federal law.

80. An actual and present controversy exists, and JAA is in doubt as to its rights, such that a declaration is necessary.

WHEREFORE, JAA respectfully requests that this Court enter judgment declaring that the City and the Council have no right of ownership of, or control over, JAA's revenues; declaring that neither the City nor the Council may direct JAA to expend its revenues on purposes not directly and substantially related to the air transportation of passengers or property; and granting such further relief as the Court deems just and proper, including costs.

COUNT III

Declaratory Judgment That the Council's Fiscal Authority over JAA Is Limited to Increasing or Decreasing Appropriations Requested by JAA

81. JAA realleges and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as though fully set forth herein.

82. The JAA Charter requires JAA to "prepare" its own annual budget and to "submit" it to the Council and provides that the Council "may increase or decrease the appropriation (budget) requested by [JAA] on a total basis or a line-by-line basis." JAA Charter § 5. The only express limit the JAA Charter places on that power runs in one direction—a floor, not a ceiling: the appropriation for the "construction, reconstruction, enlargement, expansion, improvement, or development of any project" "shall not be reduced below the amount required under the terms and provisions of any outstanding bonds." *Id.* That the Legislature confined the Council's budget power in this single, specific way confirms that the power is one of adjustment—bounded even as to decreases—and not a power to originate or direct expenditures.

83. The Council's power under section 5 is one of adjustment, not initiation, approval, or veto: the text provides that the Council may increase or decrease a budget appropriation JAA has requested, not that it may create new appropriations, direct new expenditures, or compel JAA to fund projects JAA has not planned or requested.

84. The City's own Charter confirms the point. The City Charter's budget article authorizes the Council to "increase or decrease the appropriation requested by any independent agency," and applies by its terms only to "each independent agency

entitled to receive appropriations from the council." City Charter art. 14, §§ 14.01–14.02. JAA is not an independent agency of the City, and it does not receive appropriations from the Council; JAA's budget obligation arises solely under section 5 of the JAA Charter. Under neither charter does the Council possess the power to create or direct JAA's expenditures.

85. By the Amendment, the Council did not increase or decrease any budget appropriation JAA had requested. It created new line items—including the $10 million Hangar 14 directive—compelling JAA to spend its revenues on projects JAA never planned. In doing so, the Council infringed on the Budget Power conferred by the JAA Charter.

86. The City contends that the Council "absolutely" may amend JAA's budget to add unrequested, unfunded, and unwanted expenditures. JAA contends that the Council may not. An actual and present controversy exists, and a declaration is necessary.

WHEREFORE, JAA respectfully requests that this Court enter judgment declaring that the Council's fiscal authority over JAA is limited to increasing or decreasing, on a total or line-by-line basis, a specific budget appropriation that JAA has requested; declaring that the Council may not create new line items, direct new or unrequested expenditures, or compel JAA to fund projects JAA has not planned; declaring that the Amendment infringed on JAA's Budget Power and is invalid and unenforceable to that extent; and granting such further relief as the Court deems just and proper, including costs.

COUNT IV

Declaratory Judgment That JAA Is Not a Dependent Special District Subject to the City's Control

87. JAA realleges and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as though fully set forth herein.

88. Section 189.012(2) of the Florida Statutes defines a "dependent special district" as a special district that meets at least one of four criteria: (a) its governing body is identical to that of a single county or municipality; (b) all members of its governing body are appointed by the governing body of a single county or municipality; (c) its members are subject to removal at will during their terms by the governing body of a single county or municipality; or (d) it has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality. The statute ends by stating that it "is for purposes of definition only" but does not "confer[] additional authority upon local governments not otherwise authorized by the provisions of the special acts or general acts of local application creating each special district, as amended." § 189.012(2). A special district that is not dependent is "independent." § 189.012(3), Fla. Stat.

89. JAA satisfies none of the four criteria. JAA's governing body is not identical to the Council; a majority of JAA's Board is appointed by the Governor, and none are appointed by the Council; none of JAA's Board members are subject to removal at will by the Council during their terms; and JAA's budget is not subject to approval or veto by the Council. The Council's power is limited to increasing or decreasing a budget

appropriation JAA has requested from the City—not to approving or vetoing JAA's budget. JAA Charter §§ 1(3), 5. Consistent with this, the City's own auditors determined in 2013 that JAA is not fiscally dependent on the City.

90. But even if JAA fell into one of these criteria—which it does not—JAA's definitional status would not confer on the City "additional authority . . . not otherwise authorized by the provisions of the" JAA Charter.

91. The City contends, including through legislative materials accompanying the recent amendment of the JAA Charter, that JAA is a "dependent special district" of the City and therefore subject to the City's control. JAA contends that it is an independent special district and a political subdivision of the State, not subject to the control that dependent status would imply.

92. An actual and present controversy exists, and a declaration is necessary.

WHEREFORE, JAA respectfully requests that this Court enter judgment declaring that JAA is not a dependent special district within the meaning of section 189.012(2) of the Florida Statutes but is an independent special district and a political subdivision of the State of Florida; and granting such further relief as the Court deems just and proper, including costs.

COUNT V

Declaratory Judgment Construing the Binding Effect of the General Counsel's Opinions Under the City Charter

93. JAA realleges and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as though fully set forth herein.

94. Section 7.02 of the City Charter provides that any legal opinion rendered by the General Counsel "shall constitute the final authority for the resolution or interpretation of any legal issue relative to the entire consolidated government and shall be considered valid and binding in its application unless and until it is overruled or modified by a court of competent jurisdiction or an opinion of the Attorney General of the State of Florida dealing with a matter of solely state law."

95. By its own terms, then, the City Charter binds only the consolidated government to the General Counsel's legal opinions. Neither the JAA Charter nor the City Charter makes JAA an agency of the City or otherwise places it within consolidated government.

96. The City Charter further contemplates by its own terms that the binding effect of a General Counsel opinion yields to the judgment of a court of competent jurisdiction. The City Charter does not make the General Counsel the final arbiter of disputes touching the consolidated government; it makes his opinions binding only until a court rules otherwise, and it thereby presupposes that an aggrieved governmental party may obtain judicial resolution of a legal dispute notwithstanding a contrary opinion of the General Counsel.

97. JAA contends that the JAA Charter, not section 7.02 of the City Charter, governs JAA's relationship with OGC, which is "on [a] contractual basis" (§ 1(4)); that alternatively, a legal opinion of the General Counsel does not bind a court and does not preclude JAA from obtaining a judicial declaration of its rights; that the City Charter affirmatively contemplates such judicial resolution; that OGC is JAA's contracted-for default legal services provider, not the supreme tribunal over all disputes between JAA

and a component of consolidated government, and, accordingly, any General Counsel opinion adverse to JAA is not the final word on the questions presented in this action; and that JAA enjoys unrestricted access to courts under its exclusive power to sue and implead in any court. The City contends that the General Counsel's opinions are binding on JAA and, hence, that JAA has no access to courts absent OGC's permission.

98. An actual and present controversy exists, and a declaration is necessary.

WHEREFORE, JAA respectfully requests that this Court enter judgment declaring that section 7.02 of the City Charter does not bind JAA and that, alternatively, a legal opinion of the General Counsel is binding only "unless and until" overruled or modified by a court of competent jurisdiction (or by a qualifying opinion of the Attorney General), and therefore does not bind this Court, does not preclude judicial resolution of the disputes presented in this action, and does not bind JAA as against a contrary judicial declaration, and granting such further relief as the Court deems just and proper, including costs.

COUNT VI

Declaratory Judgment Construing JAA's Legal-Services Obligation Under Section 1(4) of the JAA Charter

99. JAA realleges and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as though fully set forth herein.

100. Section 1(4) of the JAA Charter provides that JAA "shall be required to use the legal services of the City of Jacksonville, except in those cases when the chief legal officer of the city determines that the city legal staff cannot provide legal services in the

required legal area" and that these services are "on [a] contractual basis." The JAA Charter is the source of JAA's obligation to use the City's legal services, and it defines both the obligation and its exception.

101. By its terms, section 1(4) requires JAA to "use" the City's legal services; it does not make those services exclusive, and it does not prohibit JAA, after using them, from obtaining a second opinion or from engaging additional or independent counsel as necessary to the effective exercise of JAA's powers—including its express power to "sue and be sued, implead and be impleaded, complain, and defend in all courts." JAA Charter § 3(1). Regardless, section 1(4)'s exception applies whenever the City legal staff "cannot provide legal services in the required legal area"—a condition necessarily satisfied where the General Counsel has a disqualifying conflict of interest, including where he simultaneously represents an adverse client (the Council) in the same dispute.

102. Although JAA's legal-services obligation arises under the JAA Charter, the City Charter is not to the contrary. The City Charter's provisions governing the General Counsel's authority over outside counsel run to "the city and its independent agencies" and to "the independent agencies" as that term is defined in the City Charter. City Charter §§ 7.01, 7.02. The City Charter defines "[i]ndependent agencies" to mean a closed list of six entities: "the Duval County School Board, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the JEA, the Jacksonville Downtown Investment Authority, and the Jacksonville Police and Fire Pension Board of Trustees." City Charter § 18.07(d). JAA is not among them. The City Charter thus does not purport to subject JAA to the General Counsel's outside-counsel-authorization regime; JAA's use of City

legal services is governed by section 1(4) of the JAA Charter alone, which contains no such authorization requirement.

103. JAA contends that, under section 1(4) of the JAA Charter, the City's provision of legal services to JAA is not exclusive; that JAA may obtain a second opinion and engage additional or independent counsel as necessary to the exercise of its powers; and that the section 1(4) exception is satisfied, as a matter of law, when the General Counsel is conflicted from representing JAA. The City contends that JAA may not engage independent counsel without the General Counsel's authorization.

104. An actual and present controversy exists, and a declaration is necessary.

WHEREFORE, JAA respectfully requests that this Court enter judgment declaring that, under section 1(4) of the JAA Charter, JAA's required use of the City's legal services is not exclusive; declaring that JAA may obtain a second opinion and engage additional or independent counsel as necessary to the exercise of its powers; and declaring that the exception in section 1(4)—excepting JAA from its obligation to use the City's legal services where the city legal staff cannot provide legal services in the required legal area—is satisfied where the General Counsel is conflicted from representing JAA by virtue of representing another client adverse to JAA; and granting such further relief as the Court deems just and proper, including costs.

COUNT VII

Declaratory Judgment That the Council's Investigative Power Does Not Extend to JAA as a Separately Chartered State Agency

105. JAA realleges and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as though fully set forth herein.

106. Section 5.09 of the City Charter authorizes the Council to "make investigations into the affairs of the consolidated government and the conduct of any department, office, or agency of the consolidated government," and for that purpose to "subpoena witnesses, administer oaths, take testimony, and require the production of evidence." By its terms, this investigative power reaches only the affairs and agencies "of the consolidated government."

107. JAA is not a department, office, or agency of the consolidated government; it is a separate agency and political subdivision of the State, created by special act, and the Legislature removed JAA from among the City's independent agencies. The Council's section 5.09 investigative power therefore does not reach JAA. The Council's oversight of JAA is limited to the specific powers the Legislature conferred in the JAA Charter—principally, the Council Auditor's authority to audit JAA's records (§ 9) and the Council's limited budget-adjustment power (§ 5).

108. Mr. Howland has stated in writing that he has not yet "formed a [special investigative committee]" into JAA or "called for resignations" of its leadership, implying both a belief that the Council possesses such power with respect to JAA and a willingness to wield it if he deems it necessary to reach his political objectives.

109. The City contends, including through the position taken by its General Counsel, that the Council possesses investigative and subpoena powers over JAA. JAA contends that it does not and that the Council may not deploy investigative or subpoena powers to coerce JAA into abandoning its autonomy or its compliance with federal law. On information and belief, the Council is poised to assert such powers over JAA and its leadership if JAA does not accede to the Council's demands.

110. An actual and present controversy exists, and a declaration is necessary.

WHEREFORE, JAA respectfully requests that this Court enter judgment declaring that the Council's investigative and subpoena powers under section 5.09 of the City Charter do not extend to JAA as a separate agency and political subdivision of the State and that the Council's oversight of JAA is limited to the specific powers conferred by the JAA Charter, including the audit authority of the Council Auditor; and granting such further relief as the Court deems just and proper, including costs.

COUNT VIII

Declaratory Judgment That JAA's Project, Leasing, and Contract Powers Are Exclusive to JAA

111. JAA realleges and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as though fully set forth herein.

112. The JAA Charter grants JAA the Project Power (§ 3(3)), the Leasing Power (§ 3(8)), and the Contract Power (§ 3(8)). The Legislature did not grant the Council any of these powers with respect to JAA, did not subordinate JAA's exercise of these powers to the Council, and did not authorize the Council to compel, override, or abrogate JAA's

exercise of these powers. The single, narrow exception in which the Legislature required Council approval of JAA's use of its property — a simple-majority vote approving the use of real property for recreational programs and activities (§ 2(6)) — proves the rule: where the Legislature intended the Council to have a voice in JAA's use of its property, it said so expressly and narrowly, and it did so nowhere else.

113. Under Florida's application of Dillon's Rule, the express enumeration of the powers conferred upon a body such as JAA excludes powers not granted, and an entity such as the Council possesses only those powers expressly conferred or necessarily implied. *See Barry v. Garcia*, 573 So. 2d 932, 936–37 (Fla. 3d DCA 1991). The Project, Leasing, and Contract Powers were conferred on JAA, not the Council, and are not necessarily implied from the few, specific powers the Legislature granted the Council over JAA.

114. By the Amendment, the Council has purported to compel JAA to undertake a renovation project (an exercise of the Project Power), to displace an existing tenant and reassign a leasehold (an interference with the Leasing Power and with JAA's existing lease to Million Air), and to commit JAA's funds to a third-party arrangement JAA had not negotiated (an interference with the Contract Power). The Council possessed no authority to do so.

115. The City contends that the Council may direct JAA's projects, leases, and contracts through the budget process or otherwise. JAA contends that the Project, Leasing, and Contract Powers are exclusive to JAA, subject only to the narrow

recreational-use approval in section 2(6) of the JAA Charter. An actual and present controversy exists, and a declaration is necessary.

WHEREFORE, JAA respectfully requests that this Court enter judgment declaring that JAA's Project Power, Leasing Power, and Contract Power under the JAA Charter are exclusive to JAA, subject only to the narrow approval required by section 2(6) of the JAA Charter; declaring that neither the City nor the Council may compel, override, or abrogate JAA's exercise of those powers, including through the budget process; declaring that the Amendment is invalid and unenforceable to the extent it purports to do so; and granting such further relief as the Court deems just and proper, including costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Jacksonville Aviation Authority respectfully requests that this Court (a) enter the declaratory judgments requested in Counts I through VIII above; (b) retain jurisdiction to enforce its judgment and to grant supplemental relief under section 86.061 of the Florida Statutes, including such further declaratory, injunctive, or other relief as may be necessary or proper to give effect to the Court's declarations and to prevent the irreparable harm threatened by the City's continuing course of conduct; (c) award JAA its costs; and (d) grant such other and further relief as the Court deems just and proper.

Dated: ____________, 2026

Respectfully submitted,

/s/ DRAFT