



**AGENDA
PLANNING ADVISORY BOARD
REGULAR MEETING
FEBRUARY 8, 2023
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER / ROLL CALL / DETERMINATION OF QUORUM**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MEETING MINUTES**
 - 3.1 Approval of Minutes for the Regular Meeting of January 11, 2023.
- 4. OLD BUSINESS**
- 5. NEW BUSINESS**
 - 5.1 **PAB 2023-0033 - CITY OF FERNANDINA BEACH, 700 AIRPORT ROAD**
Zoning Map and Future Land Use Map amendments
 - 5.2 **PAB CASE 2023-0033: CITY OF FERNANDINA BEACH, LAND DEVELOPMENT CODE TEXT AMENDMENTS: AMENDING SECTION 2.03.02 TABLE OF LAND USES TO ADD RECREATION AS A PERMISSIBLE PRINCIPAL USE WITHIN INDUSTRIAL AIRPORT (I-A) ZONING DISTRICT.**
 - 5.3 **PAB 2022-0032 - CITY OF FERNANDINA BEACH, 3421 CESSNA LANE**
Vacation of Right of Way
- 6. BOARD BUSINESS**
- 7. STAFF REPORT**
- 8. PUBLIC COMMENT**
- 9. ADJOURNMENT**

NEXT PAB REGULAR MEETING IS SCHEDULED FOR MARCH 08, 2023

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired). All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Planning Department (904) 310-3135.



**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
JANUARY 11, 2023
5:00 PM
CITY HALL CHAMBERS**

1. CALL TO ORDER 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson
Barbara Gingher	John Boylan
Richard Doster	Mark Bennett
Nick Gillette	

MEMBERS ABSENT:

OTHERS PRESENT:

Daphne Forehand, City Planner
Tammi Bach, City Attorney
Kelly Gibson, Planning & Conservation Deputy Director
Taylor Hartmann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of December 14, 2022.

Member Stevenson and Member Bennett noted a number of corrections to be made. These will be corrected.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Gingher to approve the Minutes with the noted amendments.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

4. OLD BUSINESS

There were no Board Business items to discuss.

5. NEW BUSINESS

Chair Robas welcomed the newest Board Member Nick Gillette. Mr. Gillette introduce himself and spoke of his professional experience.

DRAFT

6. BOARD BUSINESS

6.1 Election of Vice-chairperson

ACTION TAKEN: A motion was made by Member Gingher, seconded by Member Bennett to appoint Member Stevenson as Vice-Chair.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

6.2 Discussion of future LDC/Comp Plan amendments:

- *At the request of Chair Robas, the board will discuss future amendments to the Land Development Code and Comprehensive Plan.*
- LDC 1.03.04 and 1.03.05

Chair Robas stated that this discussion topic will be postponed until the City Commission provides some clear direction. Attorney Bach noted they will be discussing this topic during an upcoming workshop on February 7, 2023 at 5:00 p.m., to be followed by the Regular Meeting of the City Commission at 6:00 p.m. The joint City Commission and PAB meeting will take place on February 22, 2023, at 5:00 p.m. Chair Robas also noted that there will be an optional Vision Session that PAB members may attend at the Golf Course, starting at 8:00 a.m., on February 8, followed by the regular meeting of the PAB at 5:00 p.m. at the City Hall Chambers.

7. STAFF REPORT

Ms. Forehand provided an update to the Board regarding the proposed LDC restructuring and she spoke of the goal is to integrate the LDC into Municode before the end of the year.

8. PUBLIC COMMENT

Margaret Kirkland, 1377 Plantation Point Drive, representing the Comp Plan/LDC working group, looks forward to seeing the restructured LDC. Ms. Kirkland also inquired about the updating of the City's Comprehensive Plan. Ms. Kirkland noted that they will present the group's proposed amendments for the PAB to consider in their future amendment review sessions.

Joyce Tuten, 2120 Beech Street, spoke about the impact of climate change at the local level.

Taina Christner, 406 Beech Street, inquired about the width of substandard lots identified on the Tringali Townhome project application.

9. ADJOURNMENT 5:42

Taylor Hartmann, Recording Secretary

Victoria Robas, Chair

Print

Planning Advisory Board (PAB) - Submission #10560

Date Submitted: 1/12/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Zoning Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)



Land Use Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)



LDC Text Amendment (\$1,500)



Comp Plan Amendment (\$5,000)



Subdivision Plat " Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)



Subdivision Plat " Final (\$1,500)



Vacation of R.O.W. (\$3,500)



Small Cell Outside R.O.W. (per application) (\$500)



Voluntary Annexation (\$2,000)



Development of Regional Impact: Amend Development Order (\$1,500)



New Telecommunications Structure (\$2,000)



Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment “ see LDC Section 11.01.08.



Preliminary Subdivision Plat “ see LDC Section 11.01.05.



Final Subdivision Plat “ LDC Section 11.01.05.



Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements



A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;



Proof of Ownership (copy of deed or tax statement);



A current survey of the property (no older than two years);



If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;



A detailed letter of intent stating the following:



o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.



o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

1/12/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search

Site Address*

700 Airport Road

City*

Fernandina Beach

State*

Florida

Zip*

32034

Parcel ID #(s)*

06-2N-28-0000-0001-0000

Lot*

N/A

Block*

N/A

Subdivision*

N/A

Zoning District*

REC

Future Land Use Designation*

Recreation

REVIEW TYPE*

☐ Zoning Map Amendment ≤ 10 acres

☒ Zoning Map Amendment > 10 acres

☐ LDC Text Amendment

☐ Comp Plan Amendment

☐ Subdivision Plat “ Preliminary ≤ 20 units

☐ Subdivision Plat “ Preliminary > 20 units

☐ Subdivision Plat “ Final

☐ Vacation of R.O.W.

☐ Voluntary Annexation

☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

904-310-3101

Email Address*

dmartin@fbfl.org

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Nathan

Last Name

Coyle

Mailing Address

700 Airport Road

City

Fernandina Beach

State

Florida

Zip

32034

Telephone Number

904-310-3436

E-mail Address

ncoyale@fbfl.org

PROJECT INFORMATION

Previous Planning/Zoning Approvals

None.

Summary of Request (more detailed information to be provided in required letter of intent)*

This application proposes amendment/correction of Recreation Zoning indicated on the City of Fernandina Beach Zoning Map and Future Land Use Map for property underlying the Ybor Alvarez Athletic Complex. The proposed correction is to amend the Zoning Map and Future Land Use map to reflect Industrial Airport (I-A) zoning for this property. Staff also recommends addition of recreational use as an allowable use under Industrial Airport Zoning to allow continued recreational use of this property. The purpose of this correction is to comply with federal obligations associated with this property. The Ybor Alvarez Athletic Complex is currently utilized as a "community use benefit." Per Federal Aviation Administration guidance, community use benefit cannot preclude aeronautical reuse of property. Additionally, in accordance with FAA contractual grant assurances, airport property cannot be encumbered without approval of the FAA. In a recent records search, staff has been unable to locate any ordinance establishing the current Recreation Zoning reflected for this property. The Fernandina Beach Airport Advisory Commission reviewed this matter during its December 8, 2022 Airport Advisory Commission meeting and unanimously recommended that the zoning map and future land use map for property underlying Ybor Alvarez Athletic Complex be changed to reflect Industrial Airport zoning, and also recommended that recreational use be added as an allowable use under Industrial Airport Zoning. Additional history and background information associated with this application can be found in attached memorandum.

Certification*

☒

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.

☒

I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Nathan

Applicant Last Name*

Coyle

Today's Date*

1/12/2023

Upload Supporting Documentation*

PAB Application - Fernandina Beach Municipal Airport.pdf



Upload 2

Choose File

No file selecte

Upload 3

Choose File

No file selecte

Upload 4

Choose File

No file selecte



January 12, 2023

Planning Advisory Board – City of Fernandina Beach
204 Ash Street
Fernandina Beach FL 32034

Re: Application for Zoning Correction – Fernandina Beach Municipal Airport Property

Sir/Ma'am,

The purpose of this memorandum is to provide supporting information related to an application to correct zoning on a portion of airport property, where Ybor Alvarez Athletic Complex currently resides, from Recreational Zoning to Industrial Airport Zoning (I-A). This would be accomplished by changing the future land use map and zoning map to reflect Industrial Airport (I-A) for the aforementioned portion of airport property. Airport staff also recommends adding recreational use as a permissible use under Industrial Airport zoning in the Land Development Code to allow for continued recreational use on the property.

Background Information

- The City's Future Land Use Map and Zoning Map reflects the Ybor Alvarez athletic complex as Recreation (REC). City staff has researched the origin of the Recreation land use and zoning but has been unable to locate any ordinance establishing the Recreation Zoning for the Ybor Alvarez Athletic Complex property.
- Ybor Alvarez athletic complex resides on airport property which is federally obligated property under the Surplus Property Act of 1944 and continued FAA/FDOT grant assurances.
- The athletic complex exists as a "community use benefit." Per FAA guidance, community use benefit cannot preclude aeronautical reuse of property. Additionally, in accordance with FAA contractual assurances, airport property cannot be encumbered without approval of the FAA.
- The City's Land Development Code (LDC) range of allowable uses under Recreation zoning do not allow for aviation or other industrial type use necessary for compliance with Federal obligations. As a result of the limited range of uses, the property's use is encumbered inconsistently with FAA direction and contractual obligations.
- Staff recommendation is to change the future land use map and zoning map to reflect to reflect Industrial-Airport (I-A) use of property currently zoned as Recreational Use (Ybor Alvarez Athletic Fields) AND to add recreational use as a permissible use within Industrial-Airport zoning in the LDC:



- Industrial-Airport zoning would provide allowable uses of obligated airport property that are consistent with the airport's federal obligations and grant assurances.
- Adding recreational outdoor use as a permissible use would allow for continued recreational use of airport property. Since only airport property is zoned as I-A, the City/airport would control the type of recreational use to ensure that any future recreational use proposals, which require ground lease or memorandum of agreement, are a compatible land use adjacent to an airport.

Please let me know if I can provide additional information to assist your review of this matter.

Respectfully,

Nathan Coyle, ACE, CM
Airport Director

2 Attachments

1. Depiction of Current Zoning
2. Survey of Ybor Alvarez Athletic Complex

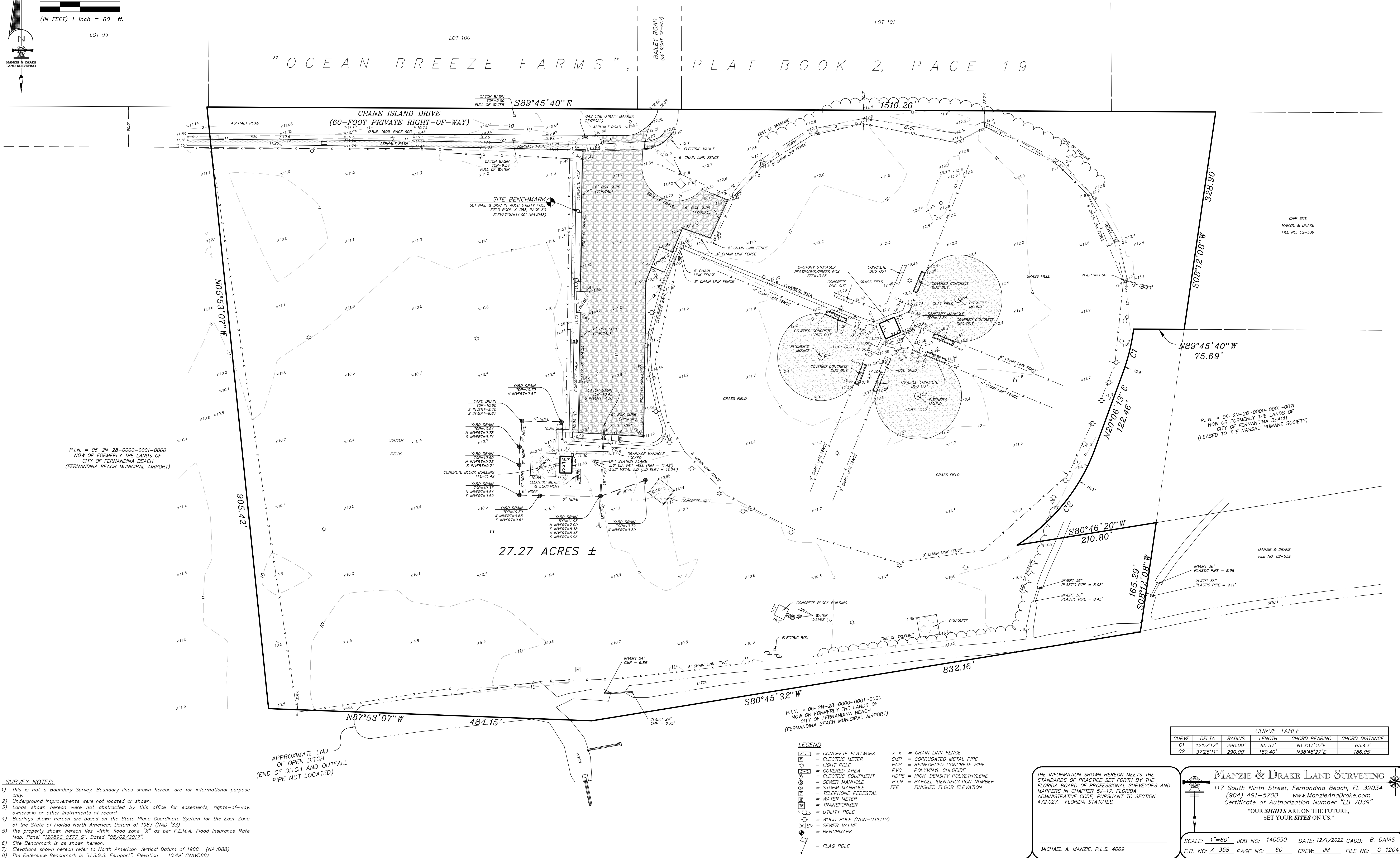
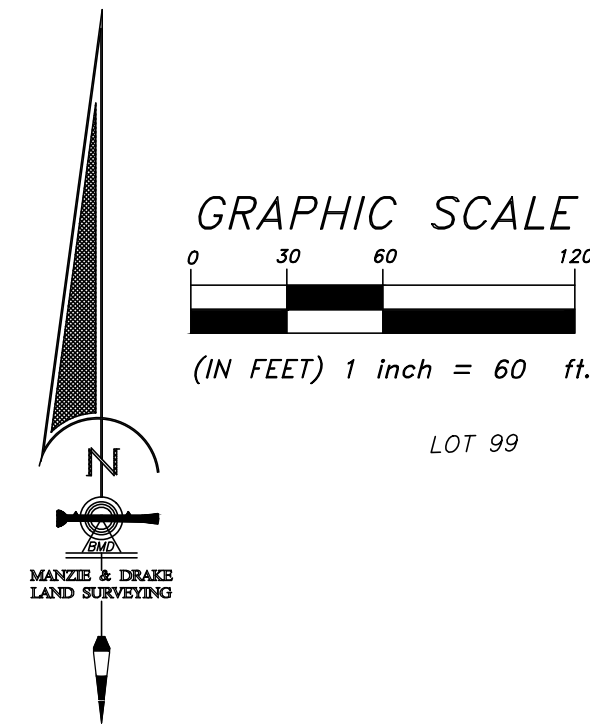


Attachment 1



MAP OF TOPOGRAPHIC SURVEY
A PORTION OF SECTION 6,
TOWNSHIP 2 NORTH, RANGE, 28
EAST, NASSAU COUNTY, FLORIDA

CERTIFIED TO:
THE CITY OF FERNANDINA BEACH



SURVEY NOTES:

- 1) This is not a Boundary Survey. Boundary lines shown hereon are for informational purpose only.
- 2) Underground Improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Bearings shown hereon are based on the State Plane Coordinate System for the East Zone of the State of Florida North American Datum of 1983 (NAD '83).
- 5) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0372 G", Dated "08/02/2012".
- 6) Site Benchmark is as shown hereon.
- 7) Elevations shown hereon refer to North American Vertical Datum of 1988. (NAVD88)
- 8) The Reference Benchmark is "U.S.G.S. Fernport". Elevation = 10.49' (NAVD88)

- LEGEND**
- CONCRETE FLATWORK
 - ELECTRIC METER
 - LIGHT POLE
 - COVERED AREA
 - ELECTRIC EQUIPMENT
 - SEWER MANHOLE
 - STORM MANHOLE
 - TELEPHONE PEDESTAL
 - WATER METER
 - TRANSFORMER
 - UTILITY POLE
 - WOOD POLE (NON-UTILITY)
 - SEWER VALVE
 - BENCHMARK
 - FLAG POLE
 - CHAIN LINK FENCE
 - CORRUGATED METAL PIPE
 - REINFORCED CONCRETE PIPE
 - POLYVINYL CHLORIDE
 - HIGH-DENSITY POLYETHYLENE
 - PARCEL IDENTIFICATION NUMBER
 - FINISHED FLOOR ELEVATION

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	125°17'	290.00'	65.57'	N13°37'35"E
C2	37°25'11"	290.00'	189.40'	N36°48'27"E

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 35-12, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"
"OUR SIGHTS ARE ON THE FUTURE, SET YOUR SITES ON US."



STAFF REPORT
PAB (LU/CZ) 2023-0033
Planning Advisory Board Hearing
February 08, 2023

**APPLICATION FOR SMALL- SCALE AMENDMENT TO THE FUTURE LAND USE MAP &
ZONING CHANGE REQUEST & LAND DEVELOPMENT CODE TEXT AMENDMENT**

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach				
AGENT:	Dale Martin, City Manager				
REQUESTED ACTION:	Small Scale Future Land Use Map Change and Zoning Map Change and Land Development Code Text Amendment				
LOCATION:	Bailey Road and Crane Island Drive				
CURRENT LAND USE + ZONING:	Recreation (REC) and Recreation (REC)				
PROPOSED LAND USE + ZONING:	Industrial and Industrial Airport (I-A)				
EXISTING USES ON SITE:	Ybor Alvarez Athletic Complex				
PROPERTY SIZE:	Totaling approximately 26 acres Parcel ID #: 06-2N-28-0000-0001-0000				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Office Building & Vacant Land	1976	I-1 & NC Commercial Intensive	Industrial & NC Commercial
	South	Airport	Varies	I-A	Industrial
	East	Airport	Varies	I-1	Industrial
	West	Airport/Vacant Land	Varies	I-A	Industrial

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant has requested a small-scale Future Land Use Map amendment and zoning change for an approximately 26-acre parcel situated at the intersection of Bailey Road and Crane Island Drive. The existing future land use map designation is Recreation (REC) and corresponding zoning district of REC. The requested change is to a future land use map designation of Industrial and zoning district of Industrial Airport (I-A).

The subject property, which currently houses the Ybor Alvarez Athletic Complex, is located on airport property that is subject to federal obligations under the Surplus Property Act of 1944 and grant assurances from the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT). The requested changes aim to ensure compliance with these obligations and align the use of the property with the airport's federal obligations and grant assurances.

Staff has conducted a search for an official ordinance that pertains to the recreational land use and zoning for the subject parcel, however, no such ordinance was discovered. The parcel in question was renamed from "Airport Softball Complex" to "Ybor Alvarez Softball Complex" via Resolution 767 in 1985 and has been utilized for recreational purposes since approximately that time. The existing recreational land use and zoning designation does not allow for aviation uses. The FAA recognizes the athletic complex or any other non-aeronautical use of the property as a "community use benefit," which requires that non-aeronautical uses generate revenue for the benefit of the airport. However, the FAA compliance manual stipulates that such uses



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should not obstruct the aeronautical reuse of the property. Additionally, FAA contractual assurances prohibit encumbering airport property without FAA approval.

As part of the application, the applicant has also requested a Land Development Code text amendment for the addition of "recreation" as a permitted use within the I-A zoning to preserve the potential recreational use of the airport property, while allowing for aeronautical operations. The proposed change to Industrial-Airport land use and zoning designations will enable the use of the property to be consistent with the airport's federal obligations and grant assurances and facilitate the provision of allowable uses that align with these obligations.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

Policy 4.01.01. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area		Level of Service Standard
Wastewater Treatment System		300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities		Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities		Policy 4.01.02 <i>All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.</i>
Potable Facilities	Water	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services		240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services		Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

The City has seven public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, Solid Waste, Fire-Rescue Services and Police and Law Enforcement Services. A determination of the impact of the proposed land use and zoning change must assess the net increase in development potential. The applicant has not provided a site plan indicating the proposed use as part of their application materials. Although a site plan is not required for Future Land Use Map change or zoning assignment request, evaluation of future impacts and assessment of net loss or increase will be completed at the time of a formal site plan review through the City's Technical Review Committee. All public facilities and services are currently available to the development and



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each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 4.01.01 and 4.01.02.

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as:

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;**
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The subject parcel is bordered by City of Fernandina Beach-owned properties to the west, east, and south, which are managed by the Airport Director. The northern edge is adjacent to commercially zoned lands under Nassau County's jurisdiction, as well as a privately-owned industrial property. Currently, there is no leapfrog development and public facilities are accessible to the area.

1.02.04. Decisions on amendments to the FLUM shall be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:

- a. Type and density or intensity of surrounding uses;**
- b. Zoning districts in the surrounding area;**
- c. Demonstration of adequate water supply and water supply facilities;**
- d. Appropriateness of the size of the parcel compared to the proposed use;**
- e. Physical condition of the site, and the suitability of soils and topography for the proposed use;**
- f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, flood zones, or historic resources;**
- g. Compatibility factors;**
- h. Impact on adopted levels of service standards and quality of service standards; and**
- i. Location in a Coastal Upland Protection Zone (CUPZ).**

The subject site is currently developed and being utilized for active recreation in the form of ball fields. The surrounding land uses range from industrial to industrial airport. The site is not located within the Coastal Upland Protection Zone, and the levels of service have been previously discussed in the above context.

Objective 12.05. Land Use and Infrastructure Expansion

The City shall protect existing land designated for employment-generating uses, whether vacant or developed from encroachment of incompatible uses and promote sustainable development and redevelopment of properties within its designated Job Opportunity Areas.

Policy 12.05.01.

The City's designated Job Opportunity Areas shall include the Central Business District, the 8th Street and 14th Street commercial areas, the Community Redevelopment Area (CRA), the Sadler Road/ South Fletcher Avenue activity center, the Main Beach Activity Center at Atlantic Avenue, and the Municipal Airport. Within these areas the City, working in partnership with the NECDB, will establish a list of target industries and businesses for economic development opportunities.



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Policy 1.07.12. Industrial (IN)

- a. The industrial land use category is intended to recognize existing industrial development appropriate open air recreation activities and the animal shelter, and to ensure the availability of land for industrial and airport purposes.
- b. The intensity of industrial development shall not exceed a FAR of. 0.75.
- c. Industrial sites should have transportation access by air, rail, or highway.
- d. Industrial uses include: airport dependent uses, manufacturing, assembling and distribution activities; warehousing and storage activities; green technologies, general commercial activities; integral airport related support services such as rental car facilities, parking facilities; and other similar land uses.
- e. Residential uses shall not be permitted within the industrial land use category. This provision shall not prohibit residences for night watchmen or custodians whose presence on industrial sites is necessary for security purposes. Such a use may be permitted as an accessory use and shall be clearly subordinate to the primary use of the structure.
- f. Industrial sites shall be buffered from residential neighborhoods.
- g. Heavy metal fabrication, batch plants, salvage yards, chemical or petroleum manufacturing or refining, rubber or plastics manufacturing, or other uses generating potentially harmful environmental or nuisance impacts shall be prohibited.
- h. New industrial locations shall ensure protection of environmentally sensitive lands and protected natural resources. Where new industrial locations are adjacent to environmentally sensitive lands and protected natural resources, appropriate buffers and other techniques shall be used to ensure protection of such lands and resources from industrial development.
- i. All facilities adjoining or on an airport shall protect aerial approaches and not restrict or prevent aircraft operations.

Objective 6.02.

Availability of parks, recreation facilities, and open space:

The City shall ensure the availability of parks and recreation facilities and open space.

Objective 6.03.

Parks and recreation facility management:

The City shall improve and maintain the existing park and recreation facilities inventory.

The current recreational land use and zoning classification disallows aviation related uses. The proposed change to Industrial, I-A designation accommodates a wide range of uses that are consistent with the neighboring land use and zoning designations. This change also aligns the utilization of the property with the approved Airport Masterplan, as well as the federal obligations and grant assurances of the airport.

Policy 1.09.01. The City shall regulate permitted uses and applicable restrictions within the airport property and adjacent lands area through zoning, land use, and the FAA Approved Airport Master Plan.

Policy 1.09.02. The City shall foster use of Fernandina Beach Municipal Airport lands in a manner that contributes to the development of the City's economic base through pursuit of light, clean industry and activities consistent with and supportive of the airport.

The existing recreational land use and zoning classification would obstruct activities that are in line with Policy 1.09.01. and 1.09.02 The proposed change to Airport Industrial land use and zoning would contribute to the expansion of the City's economic foundation and would facilitate the execution of permissible uses that are aligned with these obligations.



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Policy 1.09.04.

The City shall achieve airport and industrial development, which is compatible with the City Airport Master Plan and mutual environmental constraints through:

- a. Appropriate land use designations for land on and adjacent to the airport property which protects the operationally sensitive areas and reduces noise impact near the airport;**
- b. Preserving the environmentally sensitive areas on the property; and**
- c. Encouraging aviation activity compatible with community needs and characteristics.**

The proposed change is consistent with Policy 1.09.04., specifically a. and c.

Objective 2.12 Airport Planning

Fernandina Beach shall ensure proper and orderly development of Fernandina Beach Municipal Airport, consistent with the Airport Master Plan, and without compromising safety or normal and appropriate aviation activity minimize the negative impacts from such airport activities upon adjacent residents, lands, natural systems, and public facilities.

The proposed changes are consistent with Objective 2.12. The requested land use and zoning will allow for aviation uses consistent with the Airport Master Plan.

Policy 1.09.05.

The City shall promote financial independence of the Fernandina Beach Municipal Airport through:

- a. Preparing periodic updates to the airport development plan;**
- b. Development of a long-range capital improvements program consistent with financial capacity; and**
- c. Development of an operations and maintenance program compatible with financial resources.**

The proposed changes are consistent with Policy 1.09.05.

Objective 4.08 Airport

It is the goal of the Fernandina Beach Municipal Airport to provide a safe, attractive and well-maintained airport facility; to support the economic development of our community; to be responsive to the business and recreational needs of our residents, neighbors, visitors and users; to operate in an efficient, self-sustaining and prudent manner; and to be in compliance with all applicable federal, state and local regulations.

Policy 7.02.04.

The city shall recognize Fernandina Beach Municipal Airport's Master Plan as required per section 163.3177(4)(h), Florida Statutes, and as prepared pursuant to section 163.3177(4)(k), Florida Statutes.

The adopted Municipal Airport Masterplan acknowledges the future development of the airport that is consistent with the requested uses under the I-A zoning and Industrial land use in alignment with Policy 7.02.04 and as referenced in Exhibit C.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

2.01.21 Recreation (REC)

The REC District is intended to provide a location for land devoted to public or private parks and recreation facilities. The types of parks and facilities include passive parks and open spaces, activity-based parks and recreation areas, and publicly owned recreation facilities.

2.01.15 Industrial Airport (I-A)

The Industrial Airport District is intended for the development of airport regulated property. The Industrial Airport District recognizes the need for consistency with permissible uses on airport property as regulated by the Federal Aviation Administration (FAA) and for consistency with height limitations to prevent interference with the safe and efficient operations of the airport. The district disallows use which would



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impact aircraft operational capabilities, electronic or procedural requirements and/or create an airport hazard as determined by the FAA. Uses within the district are subject to height limitations as imposed by the FAA.

2.02.05 Airport Area Overlay

The Airport Area Overlay is intended to provide for appropriate land use on and adjacent to the Fernandina Beach Municipal Airport lands through protection of the operational areas, reduction of noise impacts, and preservation of ecologically unique areas. The Airport Area Overlay encourages light, clean industry that is consistent with and supportive of airport operations.

The subject property holds the potential to meet the objectives of the I-A zoning district. The existing land use and zoning category does not allow for development that aligns with the surrounding area. As previously noted, the adopted Municipal Airport Masterplan acknowledges the airport's future development consistent with the requested uses under the I-A zoning and Industrial land use, as outlined in Exhibit C. Furthermore, the City's Airport Advisory Committee thoroughly evaluated this matter at the December 8th Airport Advisory Committee Regular meeting and recommended approval of these changes to be presented to the PAB and City Commission.

CONCLUSION:

Staff finds the requested action to be consistent with the Comprehensive Plan and Land Development Code. The assignment of the Industrial Future Land Use Map (FLUM) category and I-A (Industrial Airport) zoning district to the subject property is deemed appropriate and would permit aviation uses that are in line with the FAA's guidelines and fulfill the airport's federal obligations and grant assurances.

In addition, staff recommends modifying the Land Development Code section 2.03.02 Table of Land Uses to include recreation as a permissible principal use within the Industrial Airport (I-A) zoning district.

MOTIONS TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2023-33 to the City Commission requesting a Future Land Use Map assignment of Industrial land use and I-A zoning from Recreation use and REC zoning, as described and that PAB case 2023-33 as presented, **(is or is not)** sufficiently compliant with applicable Florida Statutes, Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully submitted,

Daphne Forehand
Planner I



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EXHIBIT A





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EXHIBIT B

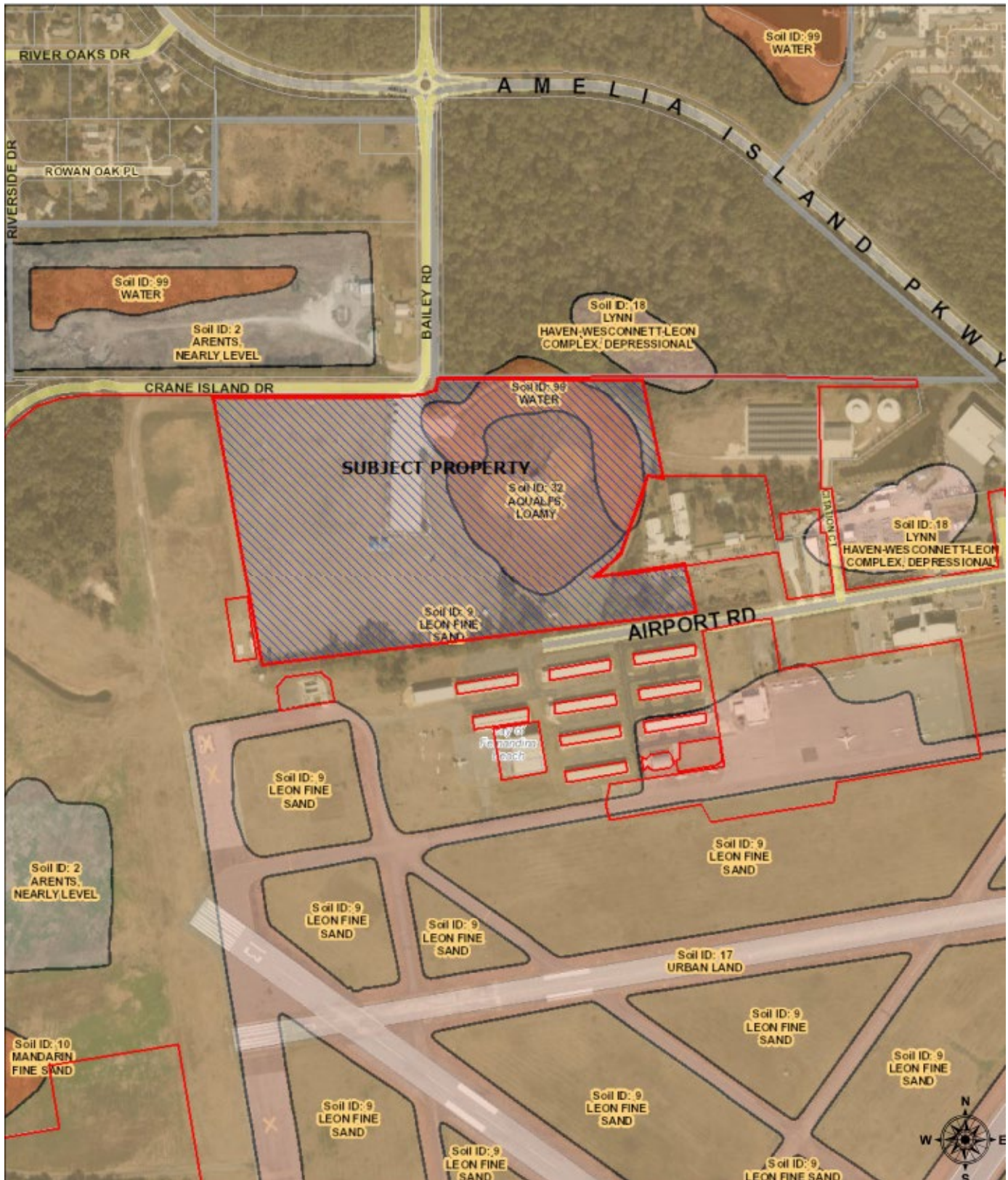
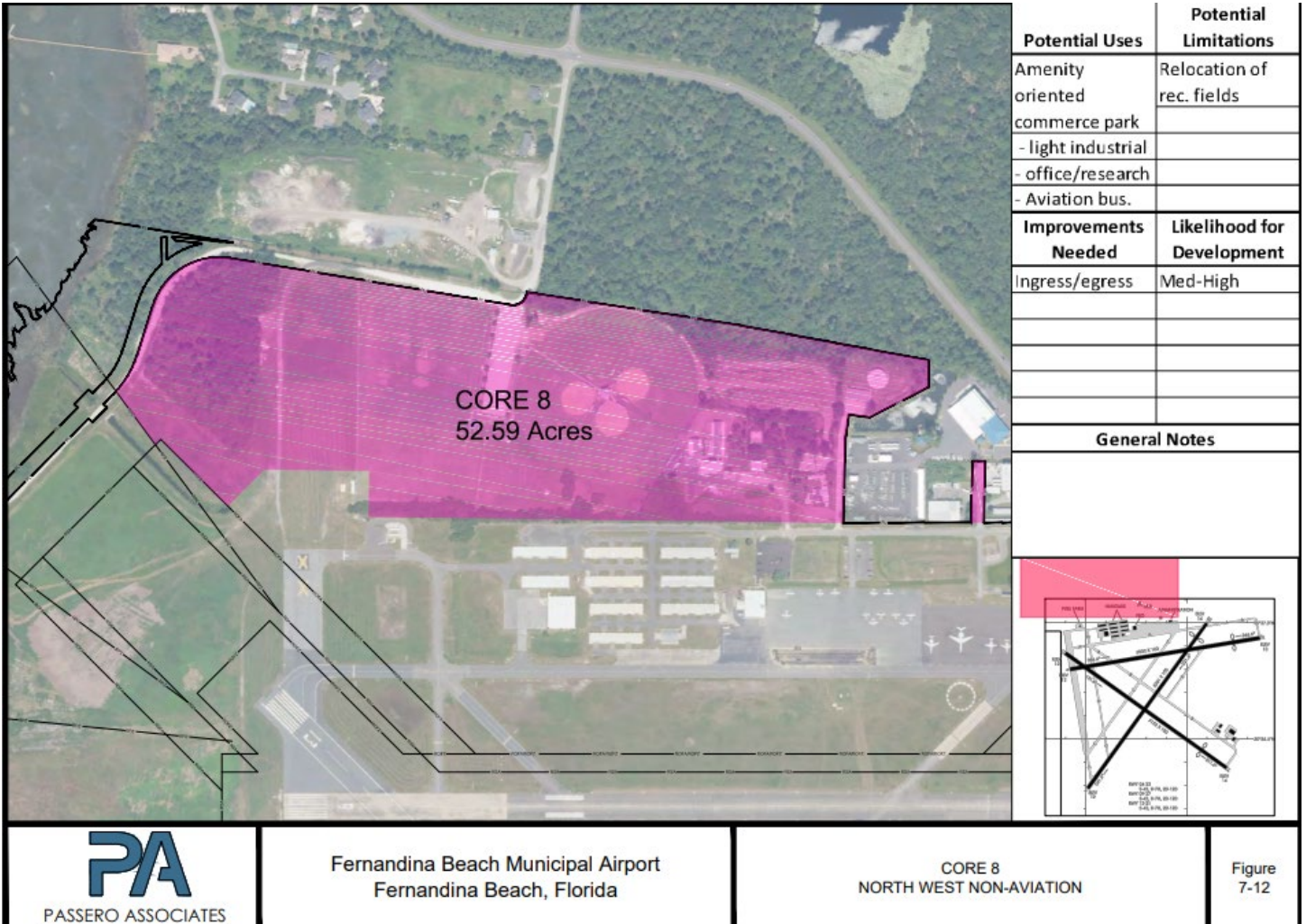




EXHIBIT C: FERNANDINA BEACH MUNICIPAL AIRPORT MASTER PLAN: AIRPORT DEVELOPMENT PLAN



Airport Property Rezoning Recommendation Request Agenda Item

The purpose of this agenda item is to seek AAC recommendation to rezone a portion of airport property, where Ybor Alvarez Athletic Complex currently resides, from Recreational Zoning to Industrial Airport Zoning (I-A). This would be accomplished by changing the future land use map and zoning map to reflect Industrial Airport (I-A) for the aforementioned portion of airport property. Staff also recommends adding recreational use as a permissible use under Industrial Airport zoning in the Land Development Code to allow for continued recreational use.

Background/Talking Points

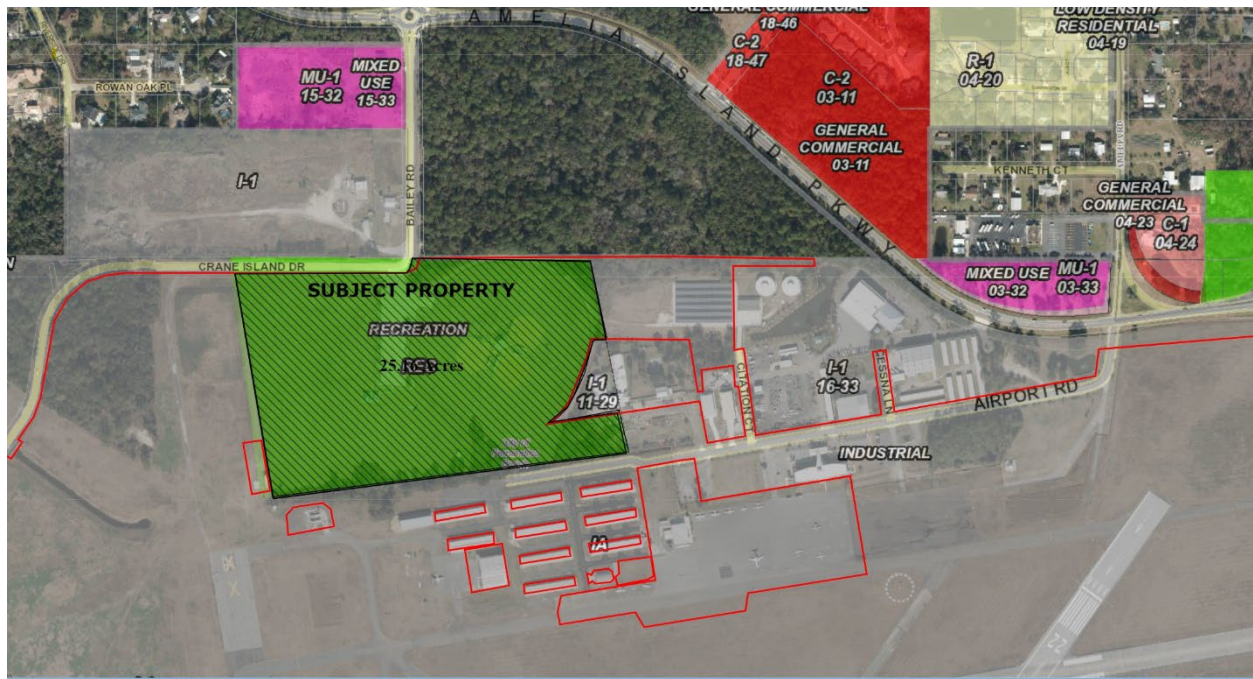
- The City's Future Land Use Map and Zoning Map reflects the Ybor Alvarez Athletic Complex as Recreation (REC). City staff has researched the origin of the Recreation land use and zoning but has been unable to locate any ordinance establishing the Recreation for the Ybor Alvarez Athletic Complex.
- Ybor Alvarez Athletic Complex resides on airport property which is federally obligated property under the Surplus Property Act of 1944 and continued FAA/FDOT grant assurances.
- The athletic complex exists as a "community use benefit." Per FAA guidance, community use benefit cannot preclude aeronautical reuse of property. Additionally, in accordance with FAA contractual assurances, airport property cannot be encumbered without approval of the FAA.
- The City's Land Development Code (LDC) range of allowable uses under Recreation zoning do not allow for aviation or other industrial type use necessary for compliance with Federal obligations. As a result of the limited range of uses, the property's use is encumbered inconsistently with FAA direction and contractual obligations.
- Staff recommendation is to change the future land use map and zoning map to reflect Industrial-Airport (I-A) use of property currently zoned as Recreational Use (Ybor Alvarez Athletic Complex) AND to add recreational use as a permissible use within Industrial-Airport zoning in the LDC:
 - o Industrial-Airport zoning would provide allowable uses of obligated airport property that are consistent with the airport's federal obligations and grant assurances.
 - o Adding recreational outdoor use as a permissible use would allow for continued recreational use of airport property. Since only airport property is zoned as I-A, the City/airport would control the type of recreational use to ensure that any future recreational use proposals, which would require ground lease, are a compatible land use.
- Staff will seek recommendation from the AAC on the staff recommendation listed above during this agenda item.
- Discussion Process/Steps
 - o Airport Advisory Commission – Recommendation
 - o Parks/Rec Advisory Commission – Recommendation

- Planning Advisory Board – Public Hearing/Recommendation
- City Commission – Decision

Attachments

- Current Zoning Depiction of Ybor Alvarez Athletic Complex Zoning
- Fernandina Beach Future Land Use Map
- Land Development Code Excerpts – Chapter 2 and Chapter 4 (Airport Overlay)

Attachment 1



The FAA will not ordinarily investigate the reasonableness of a general aviation airport's fees absent evidence of a progressive accumulation of surplus aeronautical revenues.

17.11. Nonaeronautical Rates.

Rates charged for nonaeronautical use (e.g., concessions) of the airport must be based on fair market value (e.g., lease of land at fair market rent subject to the specific exceptions listed in this chapter).

If market rent for nonaeronautical uses results in a surplus, that surplus can be used to subsidize aeronautical costs of the airport. It is to the benefit of aviation and the traveling public that aeronautical users be able to use the airport at rates and charges below the cost of providing the aviation facilities and services if these are effectively subsidized by nonaeronautical revenues. See, for example, *Bombardier Aerospace, et al. v. City of Santa Monica*, FAA Docket No. 16-03-11, January 3, 2004, (available online) where the FAA noted that it promotes the practice of using nonaviation revenues to subsidize aeronautical activities since it reduces the economic impact on aviation users and the aviation public.



At some airports, market conditions may not permit a sponsor to establish fees that are sufficiently high to recover aeronautical cost (such as the hangar/fixed-base operator (FBO) facility seen here) and sufficiently low to attract and retain commercial aeronautical services. In such circumstances, a sponsor's decision to charge rates that are below those needed to achieve self-sustainability in order to assure that services are provided to the public is not inherently inconsistent with the obligation to make the airport as self-sustaining as possible given its particular circumstances. (Photo: FAA)

17.12. Fair Market Value. Fair market fees for use of the airport are required for nonaeronautical use of the airport and are optional for non-airfield aeronautical use. Fair market pricing of airport facilities can be determined by reference to negotiated fees charged for similar uses of the airport or by appraisal of comparable properties. However, in view of the various restrictions on use of property on an airport (i.e., limits on the use of airport property, height restrictions, etc.), appraisers will need to account for such restrictions when comparing on-airport with off-airport commercial nonaeronautical properties in making fair market value determinations.

17.13. Exceptions to the Self-sustaining Rule: General. While the general rule requires market rates for nonaeronautical uses of the airport, several limited exceptions to the general rule have been defined by congressional direction and agency policy based on longstanding airport practices and public benefit. These limited exceptions include (a) **property for community purposes** and (b) not-for-profit aviation organizations, (c) transit projects and systems, and (d) military aeronautical units, all of which are discussed in the following paragraphs.

17.14. Property for Community Purposes. A sponsor may make airport property available for community purposes at less than fair market value on a limited basis **provided all of the following conditions exist:** (a) the property is not needed for an aeronautical purpose, (b) the property is not producing airport revenue and there are no near-term prospects for producing revenue, (c) allowing the community purpose will not impact the aeronautical use of the airport, (d) allowing the community purpose will maintain or enhance positive community relations in support of the airport, (e) the proposed community use of the property is consistent with the Airport Layout Plan (ALP), and (f) the proposed community use of the property is consistent with other requirements, such as certain surplus and nonsurplus property federal obligations requiring the production of revenue by all airport parcels.

17.15. Exception for Community Use. The following are the circumstances where the FAA will consider community use to be consistent with the self-sustaining requirement. Agreements for community use of airport land should incorporate the following requirements as conditions of use.

a. Acceptance. The local community must use the land in a way that enhances the community's acceptance of the airport; the use may not adversely affect the airport's capacity, security, safety, or operations. Acceptable uses include public parks and recreation facilities, including bike or jogging paths.

When the use does not directly support the airport's operations, a sponsor may not provide land at less than fair market value rent. Accordingly, the airport must generally be reimbursed at fair market rent for airport land used for road maintenance or equipment-storage yards or for use by police, fire, or other government departments.

b. Minimal Revenue Potential. At the time it contemplates allowing community use, the sponsor may only consider land that has minimal revenue-producing potential. The sponsor may not reasonably expect that an aeronautical tenant will need the land or that the airport will need the land for airport operations for the foreseeable future (*i.e.*, master plan cycle). When a sponsor finds that the land may earn more than minimal revenue, but still below fair market value,



The FAA acknowledges that many airports provide facilities to military units with aeronautical missions at nominal lease rates. The FAA does not consider this practice inconsistent with the requirement for a self-sustaining airport rate structure. Military units with aeronautical missions may include the Air National Guard, aviation units of the Army National Guard, U.S. Coast Guard, the U.S. Air Force Reserve, Civil Air Patrol, and Naval Reserve air units operating aircraft at the airport. (Photo: Top, FEMA;

the sponsor may still permit community use of the land at less than fair market value rent provided the rental rate approximates the revenue that the airport could otherwise earn.

c. Reclaiming Land. The community use does not preclude reuse of the property for airport purposes. If the sponsor determines that the land has greater value than the community's continued use, the sponsor may reclaim the land for the higher value use.

d. No Airport Revenue. The sponsor generally may not use airport revenue to support the capital or operating costs associated with the community use.

NOTE: As explained in [chapter 22 of this Order, Releases from Federal Obligations](#), airport sponsors considering requests to use airport land for recreational purposes who are planning future airport development projects should assess potential applicability of section 4(f) of the Department of Transportation Act of 1966 (49 United States Code (U.S.C.) § 303).^{73 74}

17.16. Exception for Not-for-Profit Aviation Organizations.

a. Reduced Rent. A sponsor may charge reduced rental rates to aviation museums and aeronautical secondary and post secondary education programs conducted by accredited education institutions to the extent that civil aviation receives reasonable tangible or intangible benefits from such use. A sponsor may also charge reduced rental rates to Civil Air Patrol units operating aircraft at the airport.

b. In-Kind Services. The FAA expects sponsors to charge police or fire fighting units that operate aircraft at the airport reasonable fees for their aeronautical use. However, the airport may offset the value of any services that the units provide to the airport against the applicable airport fees.

17.17. Exception for Transit Projects. When the airport sponsor owns a transit system and its use is for the transportation of airport passengers, property, employees, and visitors, the sponsor may make its property available at less than fair market value rent for public transit terminals, right-of-way, and related facilities without violating the *Revenue Use Policy* or self-sustaining requirements. In such circumstances, the FAA would consider a lease of nominal value to be consistent with the self-sustaining requirement.

17.18. Exception for Private Transit Systems. Airports generally charge private ground transportation providers fair market value rental rates. However, a sponsor may, without violating the *Revenue Use Policy* or self-sustaining requirements, charge private operators less than fair market value rent when the service is extremely limited and where the private transit service – such as bus, rail, or ferry – provides the primary source of public transportation to the

⁷³ Department of Transportation (DOT) Section 4(f) property refers to publicly owned land of a public park, recreation area, wildlife or waterfowl refuge, or historic site of national, state, or local significance. It also applies to those portions of federally designated Wild and Scenic Rivers that are otherwise eligible as historic sites or that are publicly owned and function as – or are designated in a management plan as – a significant park, recreation area, or wildlife and waterfowl refuge. (See 49 U.S.C. § 303.)

⁷⁴ See 23 CFR § 774.11(g) and FHWA and FTA Final Rule; Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites, 73 F.R. 13368-01, March 12, 2008 (Interpreting DOT Section 4(f) not to apply to temporary use of airport property.)

Part II: Types of Federal Agreements

Chapter 3: Federal Obligations from Property Conveyances

Updated December 2022

3.1. Introduction. This chapter discusses the various types of conveyances the federal government has used to transfer personal and real property to airport sponsors. The types of transfers include surplus property and nonsurplus property conveyances.

Surplus property refers to U.S. property that was conveyed to the airport sponsor under the Surplus Property Act of 1944, as amended.

Nonsurplus property refers to U.S. property that was conveyed to the airport property by other means, such as under 49 U.S.C. § 47125 and its predecessors.

This chapter also discusses the sponsor's federal obligations under the various types of federal conveyances, the duration of the associated federal obligations, and the need for FAA regional airports divisions (Regions) and Airports District Offices (ADOs) to review the specific conveyance instrument when assessing sponsor's federal obligations.

In general, property conveyances require the sponsor to:

- Maintain the airport in good and serviceable condition,
- Use specific lands approved by the FAA for nonaeronautical use to generate revenue to support the airport's aviation needs,
- Operate the airport in the public's interest, and
- Ensure there is no grant of an exclusive right for any aeronautical purpose or use.

It is the responsibility of the Regions and ADOs to:

- Ensure that the sponsors operate and maintain their airports in accordance with the conveyance instruments,



After World War II, most of the property conveyance instruments issued by the War Assets Administration (WAA) and General Services Administration (GSA) that conveyed real property contained provisions obligating the sponsor to operate and maintain the entire airport where the property is located, regardless of the amount of property conveyed. Real property conveyances include buildings and hangars such as the ones shown above at the Van Nuys Airport in California. The massive expansion of civil aviation in the U.S. after the war was due not only to technological advances in aviation, illustrated below by a Lockheed Constellation, but also by the large number of former military bases transferred to civilian use. (Photos: FAA).



- Evaluate sponsor requests for release,
- Release qualifying property from sponsor federal obligations only when appropriate, and
- Consider any planning and environmental actions needed.

In addition to any airport-specific federal obligations, surplus and nonsurplus property federal obligations will, for the most part, mirror language found today in most grant agreements with respect to the basic compliance requirements, *i.e.*, exclusive rights, reasonable access, and unjust discrimination.

3.2. Background. Prior to the enactment of Public Law (Pub. L.) 80-289 in 1947, surplus property conveyance instruments were issued under the Surplus Property Act of 1944 (Surplus Property Act). As later amended, the Surplus Property Act was codified at 49 U.S.C. §§ 47151-47153. The Surplus Property Act was the primary legislative effort by the U.S. Government to dispose of excess military equipment and infrastructure as World War II was coming to an end. The Surplus Property Act authorized the conversion of surplus military airports to civilian public use airports. The FAA recommends to the General Services Administration (GSA) which property should be transferred for airport purposes to public agencies. Prior to 1958, the Civil Aeronautics Authority (CAA) made these recommendations. Neither the FAA nor the federal government owns the properties in question once they are transferred, but the government may retain a property interest.

The ownership of such property is generally transferred to the new public-entity owner (*i.e.*, city, county, state, or airport authority) by instruments of property conveyance issued by the GSA. GSA has statutory jurisdiction over the disposal of properties that are

Form SPB-5 (3-30-45)		UNITED STATES OF AMERICA SURPLUS PROPERTY BOARD		Budget Bureau No. 16-R663.2 Approval expires May 1, 1946	
DECLARATION OF SURPLUS REAL PROPERTY (In the continental United States, its Territories and possessions) to the Surplus Property Board, Washington 25, D. C.				7. DATE June 10, 1946	8. REPORTING AGENCY NO. 129
IMPORTANT.—Instructions for completing this form appear on reverse.				9. SURPLUS PROPERTY BOARD NO. 17-21a 88	10. DISPOSAL AGENCY NO.
1. FROM: Real Estate Division, Bureau of Yards and Docks, BuYards and Docks Annex, Navy Department, Washington, D. C.				11. APPROXIMATE AREA 1025 Acres	
2. LOCATION OF PROPERTY (ATTACH MAP) Near Roseland, Indian River County, Florida				12. COST OF PROPERTY	
3. REPRESENTATIVES TO CONTACT Commanding Officer, Naval Air Station, Vero Beach, Florida				ACQUISITION	\$ 3,571.50
4. USE OF PROPERTY WHEN ACQUIRED Agriculture Lands				BETTERMENTS	\$ 618,657.42
5. OPINION OF BEST FUTURE USE Airport				TOTAL	\$ 622,228.92
13. PROCEEDS: IF "REIMBURSABLE", GIVE SYMBOL AND TITLE OF APPROPRIATION OR GOVERNMENT CORPORATION.					
6. GENERAL DESCRIPTION OF PROPERTY					
1. The Navy Department hereby declares surplus its interests in, together with the improvements constructed by it, on the below described property.					
2. Fee simple title to 1025 acres of land comprising Roseland Field, an Outlying Field of the Naval Air Station, Vero Beach, Florida, was acquired by condemnation proceedings, entitled The United States of America v. 1025 acres of land, more or less, in Indian River County, Florida, et al., Civil No. 45 Ft.P. in the United States District Court for the Southern District of Florida. A plat of the lands is attached as Exhibit "A", and a photostatic copy of the Judgment on the Declaration of Taking giving a complete legal description as Exhibit "B". The Attorney General in his opinion of 12 April 1946 found valid title to 1025 acres, Parcels Nos. 1 to 27 inclusive, vested in the United States. A photostatic copy of the letter is attached as Exhibit "C". Total cost of acquisition was \$3,571.50.					
3. Roseland Field was utilized as an outlying field of the Naval Air Station, Vero Beach, Florida. During Naval occupancy the following improvements were constructed:					
Clearing, draining and construction					
4 runways 150' x 4000'					
2 taxiways 50' x 1000'					
2" bituminous paving on 7" stabilized marl \$612,526.52					
Utility Building 16' x 36' 1-story, built-up roof 5,173.28					
1 1/2 miles telephone pole line 957.62					
TOTAL 618,657.52					
DO NOT FILL IN				14. AUTHORIZED BY	
FORWARDED BY SPB TO:				 ANDREW J. MURPHY, JR., (Name of reporting official (please type)) Captain, USNR, Head, Real Estate Division (Title (please type))	
Date _____ Initials _____				BY _____ (Signature of authorized official)	

declared to be surplus to the needs of the federal government. Prior to the establishment of the GSA in 1949, the War Assets Administration issued the property conveyance instruments.

3.3. The War Assets Administration (WAA). Upon enactment of the Surplus Property Act, the WAA, under general authority granted by the Surplus Property Act, conveyed significant amounts of federally owned surplus properties to public agencies. Before conveyance, the responsible government entity issued a declaration of surplus real property. For surplus airport properties conveyed under this authority, the WAA established certain terms and conditions and prescribed them in Regulation 16.⁴ A copy of Regulation 16 is provided as Appendix I.

Public Law (P.L.) No. 80-289, adopted in 1947, amended the 1944 Surplus Property Act to authorize the Administrator of the WAA (and later GSA) to convey to any state, political subdivision, municipality, or tax-supported institution surplus federally owned real and personal property for airport purposes without monetary consideration to the United States.

These conveyances of surplus property are subject to the terms, conditions, reservations, and restrictions prescribed in the instruments of conveyance. In other words, the properties were conveyed with strings attached, which are the sponsor's federal obligations.

Conveyances of surplus property are subject to the terms, conditions, reservations, and restrictions prescribed in the instruments of conveyance. In other words, the properties were conveyed with strings attached, which are the sponsor's federal obligations.



The FAA takes the position that each conveyance of revenue-production property obligates the public-agency recipient to use the revenues generated by the nonaeronautical use of the property for the operation, maintenance, or development of the airport. Consequently, if the property conveyed has been determined by the GSA with FAA concurrence) to be used for revenue-production purposes, the airport sponsor must use the revenue generated by the property for airport purposes by depositing the revenues into an airport fund designated for airport use.

3.4. Nonairport Property. Prior to the amendment of the Surplus Property Act by P.L. No. 80-289, the WAA took the position that it had no authority to convey to public agencies any property other than that which had been, and was intended to be, used solely for the operation and maintenance of an airport. This

⁴ Note: Regulation 16 from the Surplus Property Act is different from section 16 of the Federal Airport Act of 1946.

precluded the transfer of some types of buildings, facilities, and other nonairport properties comprising parts of surplus military air bases formerly operated by the federal government.

Each conveyance of revenue-production property federally obligates the public agency recipient to use the revenue generated by the property for the operation, maintenance, or development of the airport.

3.5. The Use of Property for Revenue Production. Public Law 80-289 specifically authorized the GSA to transfer such surplus nonairport property as needed to develop sources of revenue from nonaeronautical commercial businesses at a public use airport. This essentially became the point at which the FAA began tracing the requirement to use airport property for aeronautical purposes. **If the property is not used for aeronautical purposes directly, the property must be used to generate revenue for the benefit of the airport consistent with FAA's *Policy and Procedures Concerning the Use of Airport Revenue*, 64 Fed. Reg. 7696 (February 16, 1999) (*Revenue Use Policy*). Unless specifically permitted by the deed of conveyance, the FAA must approve the use for nonaeronautical purposes before such use is allowed.**

As a precondition to a land conveyance, the WAA (and later the GSA) needed to determine that such surplus nonairport property was needed by the airport and would be used as a source of revenue to defray the cost of operation, maintenance, and development of the public use airport. Originally, the GSA conveyance instrument made no distinction between federal obligations imposed on property conveyed for aeronautical use and those imposed on property conveyed for nonaeronautical, revenue-production purposes.

Each federal conveyance of revenue production property obligates the public-agency sponsor to use the revenue generated by the nonaeronautical use for the operation, maintenance, or development of the airport. Consequently, if the property conveyed has been determined by the GSA, with FAA concurrence, to be used for revenue-production purposes, the airport sponsor must use the revenue generated by the property for airport purposes by depositing the revenues in an airport fund designated for airport use. This is true even if the property is not specifically identified as revenue producing in the conveyance instrument.

3.6. Highest and Best Use and Suitability for Airport Use. In order for any surplus real or personal property to be transferred, the FAA must determine that it is essential, suitable, or desirable for the development, improvement, operation, or maintenance of a public airport. This includes real property needed to develop sources of revenue from nonaeronautical commercial businesses at a public airport. (See 49 U.S.C. § 47151(a).)

Highest and best use has been defined – when appraising the market value of real property – as the “reasonably probable and legal use of property that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.” (See *Dictionary of Real Estate Appraisal*, 4th Edition, Appraisal Institute; see also *Olson v. United States*, 292 U.S. 246, 255, 1934) (“The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.”); *Bloom Company v. Patterson*, 98 U.S. 403, 408 (1878). The highest and best use must be based on:

- a. the economic potential of the property;
- b. qualitative values (social or environmental) of the property; and
- c. use factors affecting land use (*e.g.*, zoning, physical characteristics, private and public uses in the vicinity, neighboring improvements, utility services, access, roads, location, and environmental and historical considerations).

It is the task of an appraiser to evaluate competing land uses and determine the “highest and best” use of the land and appraise the fair market value of the property at its “highest and best” use based on sales of property that sold and were used at that same “highest and best” use. Any “highest and best use” determination should consider the probability of achieving such use and should not be speculative.

3.7. Types of Conveyance Instruments for Surplus Property. The federal government has used three basic instruments to transfer ownership of federally owned surplus property for public use airport purposes:

- a. The WAA instrument prescribed in Regulation 16 conveyed surplus real property for public use airport purposes prior to the amendment of the Surplus Property Act of 1944 by Pub. L. 80-289.
- b. The GSA real property instrument issued under Pub. L. 80-289 conveyed surplus real property, or a combination of surplus real and airport-related personal property for public use airport purposes.
- c. The GSA personal property instrument issued under Pub. L. 80-289 conveyed only surplus airport-related personal property for public use airport purposes.

Each instrument of conveyance of surplus property for public use airport purposes sets forth the particular rights retained by the federal government and the specific federal obligations assumed by the airport sponsor following the transfer of ownership.

Each federal instrument of conveyance of surplus property for public use airport purposes, regardless of its form or format, sets forth the particular rights retained by the federal government and the specific federal obligations assumed by the airport sponsor following the transfer of ownership.

3.8. Sponsor Federal Obligations for Surplus Property. A conveyance document may contain one or more special conditions. Special conditions are in addition to the conditions required by the Surplus Property Act. Also, at different times, the WAA and the GSA may have used different wording of the statute or a requirement in their various types of property conveyance instruments.

a. War Assets Administration Regulation 16 Conveyance. Instruments of conveyance, also known as instruments of disposal, issued under WAA Regulation 16 are not consistently



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

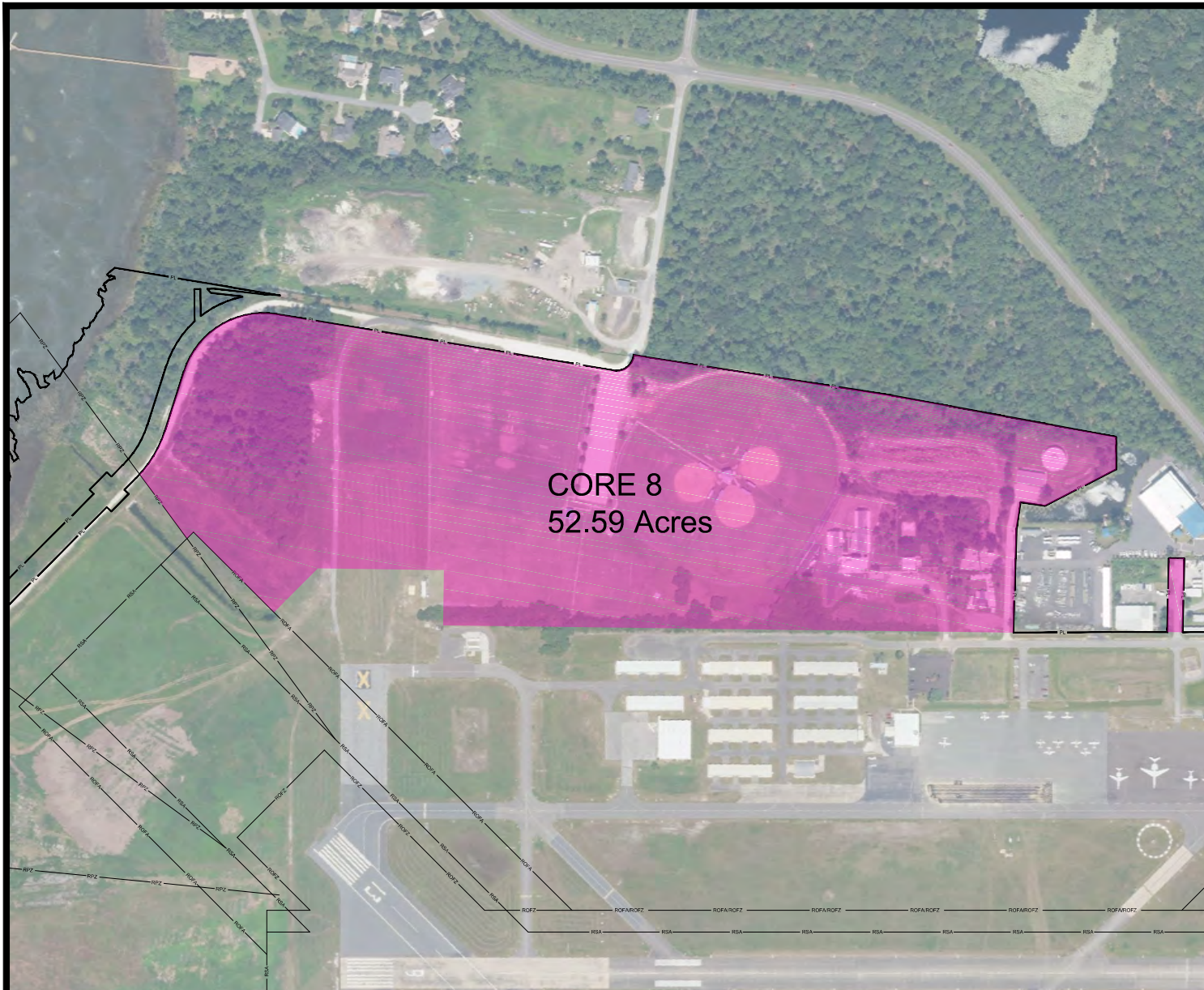
If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

References Overview

1. **Title 49 of US Code, Subchapter II** - provides terms and conditions related to surplus property transfer. As indicated, airports may use property for nonaeronautical use only if approved by the Secretary of Transportation (delegated to the FAA).
2. **FAAO 5190.6 B, Airport Compliance Manual, Chapter 3, Section 1** – provides overview of federal obligations related to property conveyances, more specifically the surplus property act which established original obligations for use of airport property as a public-use airport.
3. **FAAO 5190.6B Chapter 3, Section 3.5** – Stipulates the federal government’s position that airport property should be utilized directly for aeronautical purpose or nonaeronautical use, if approved by the FAA, to generate revenue for the benefit of the airport. Of note, further sections provides specific exemptions to this requirement (such as community use).
4. **FAAO 5190.6B Chapter 17, Section 17.13, 17.14, and 17.15** – Outlines community use benefit exception for use of airport property if all conditions are met. Directs that community reuse cannot preclude aeronautical use.
5. **Airport Contractual Grant Assurances** – Precludes encumbrance of any airport property without FAA approval.



Potential Uses	Potential Limitations
Amenity oriented commerce park	Relocation of rec. fields
- light industrial	
- office/research	
- Aviation bus.	
Improvements Needed	Likelihood for Development
Ingress/egress	Med-High

General Notes

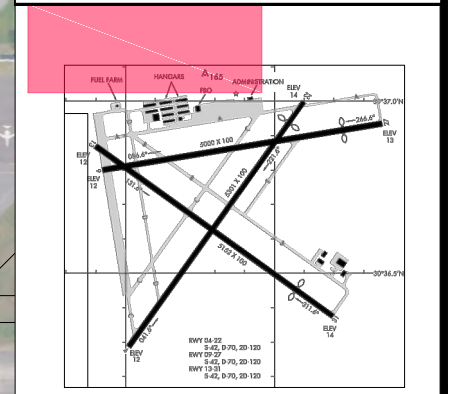


Exhibit D (2)

DEED BOOK 148 PAGE 101

CANCELLATION OF LEASE AND
QUITCLAIM

THIS AGREEMENT, made and entered into by and between the UNITED STATES OF AMERICA, acting by and through War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the power and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part, and the CITY OF FERNANDINA, a municipal corporation existing under the laws of the State of Florida, party of the second part.

W I T N E S S E T H:

WHEREAS, by Lease dated May 26, 1943, the party of the second part leased to the party of the first part the lands therein described as follows:

All those certain lots, tracts or parcels of land situate, lying and being on Amelia Island in Nassau County, Florida, known and described as follows:

All of Section 11, save and except the East 22 chains of said Section, which said 22 chains run parallel with the eastern boundary line of said Section 11; the West half (W¹/₂) of Section 8; and also all of Lots numbered 1, 2, 3, 4, of Section 6, and all of Section 7; all of which being in TWP 2N, Range 28 E, and consisting of 1116 acres, more or less.

AND WHEREAS said leased property has been declared surplus to the needs of the party of the first part, and the War Assets Administrator, pursuant to applicable regulations, is authorized to dispose of said leasehold interest insofar as it relates to premises within the airport property and to dispose of any surplus improvements of the party of the first part on such leased premises in the manner and upon the terms hereinafter stated:

2. That the party of the second part does hereby release the party of the first part from any and all claims which exist or may arise under the provisions of the aforesaid lease, as supplemented, except claims which may be submitted under Section 17 of the Federal Airport Act.

3. That as a part of the consideration of this agreement the party of the first part has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim to the party of the second part the following structures and improvements on the leased land:

Walks, drives, warm-up apron, gasoline storage, water, sanitary sewer and electric power systems, and buildings Nos. 1, 2, 3, 4, 5, 6, 8, 9, and 10.

Also the following operating and maintenance equipment.

<u>Quantity</u>	<u>Description</u>	<u>Jax. No.</u>
1	Chrysler Trailer pumper, Navy #115324	3178107 Page 1 Item 1
9	CO ₂ Hand Fire Extinguishers	" Page 2 Line 2
5	Water Hand Fire Extinguishers	" Page 2 Line 3
1	Windsack	" Page 2 Line 16
1	Desk, wood, office	" Page 2 Line 9
1	Drinking fountain, elec.	" Page 2 Line 5
5	Chairs, wood	" Page 2 Line 10
1	Chair, metal	" Page 2 Line 11
1	Tetrahedron	" Page 2 Line 17

EXCEPTING, HOWEVER, from this conveyance all right, title and

excepted hereby within a reasonable period of time after the date hereof, which shall not be construed to mean any period less than one (1) year after the date of this instrument.

5. That by the acceptance of this instrument or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that the aforesaid surrender of lease and transfer of structures and improvements shall be subject to the following restrictions, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9589, and applicable rules, regulations and orders:

(a) That the aforesaid leased premises and the appurtenances thereto, which together shall hereinafter be called the "airport", shall be used for public airport purposes and only for such purposes, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938.

(b) That the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment of the airport shall be maintained at all times in good and serviceable condition to assure its efficient operation; provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life as determined by the Civil Aeronautics Administration or its successor Government agency. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities, or equipment, they may be used

United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders:

(a) That insofar as is within its powers and reasonably possible, the party of the second part, and all subsequent transferees, shall prevent any use of land either within or outside the boundaries of the airport, including the construction, erection, alteration or growth of any structure or other object thereon, which use would be a hazard to the landing, taking-off, or maneuvering of aircraft at the airport, or otherwise limit its usefulness as an airport.

(b) That the building areas and non-aviation facilities, as such terms are defined in WAA Regulation 16, dated June 26, 1946, of or on the airport shall be used, altered, modified, or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities, as defined in WAA Regulation 16.

(c) That itinerant aircraft owned by the United States of America (hereinafter sometimes referred to as the "Government"), or operated by any of its employees or agents on Government business, shall at all times have the right to use the airport in common with others; provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict the Government's use to less than twenty-five (25) per centum of capacity of the landing area of the airport. The Government's use of the airport by virtue of the provisions of this subparagraph shall be without charge of any nature other than payment for damage caused by such itinerant aircraft.

(d) That during the existence of an

use for the entire cost of maintaining all such areas, facilities and improvements, or the portions used, and shall pay a fair rental for the use of any installation or structures which have been added thereto without Federal aid.

(e) That no exclusive right for the use of any landing area or air navigation facilities, as such terms are defined in WAA Regulation 16, dated June 26, 1946, included in or on the airport shall be granted or exercised.

(f) That the airport may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency, and with the proviso that such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

7. By acceptance of this instrument, or any right hereunder, the party of the second part further agrees with the party of the first part as follows:

(a) That upon a breach of any of the aforesaid reservations or restrictions by the party of the second part or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part upon demand made in writing by the War Assets Administration or its successor Government agency at least sixty (60) days prior to the date fixed for the reversion of such title, right of possession and other rights transferred, or any portion thereof.

be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

TO HAVE AND TO HOLD the same, together with all and singular, the appurtenances thereto in anywise belonging or in anywise appertaining, unto and subject to the reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the United States of America, acting by and through the War Assets Administration, has caused these presents to be executed in its name and on its behalf by the Deputy Regional Director Office of Real Property Disposal, War Assets Administration, and the City of Remondina has caused these presents to be executed in its name and on its behalf by the Mayor and City Council and Clerk thereof, and its seal to be hereunto affixed, all as of the 5th day of July, 1947.

WITNESSES:

Charles W. [Signature]
Carl [Signature]

Charles W. [Signature]

UNITED STATES OF AMERICA
Acting by and through
War Assets Administration

By *Lyle J. [Signature]* (S.S.)
Deputy Regional Director
Office of Real Property Disposal
War Assets Administration

STATE OF FLORIDA)
COUNTY OF NASSAU) SS

DEED BOOK 145 PAGE 108

I HEREBY CERTIFY that this day personally appeared before me
Gordon T. Butler and Edmund W. Meisenhelder III to
me well known as the persons described in and who executed the foregoing
instrument on behalf of the City of Fernandina, and acknowledged that they,
Gordon T. Butler and Edmund W. Meisenhelder III,
as Mayor and City Auditor and Clerk, respectively, executed same for the
purposes therein expressed as the free act and deed of said City; and
Edmund W. Meisenhelder III acknowledged that in his capacity as City Auditor
and Clerk, he affixed thereto the official seal of said City, and both
said Mayor and City Auditor & Clerk acknowledged that said instrument
is the act and deed of said City.

IN WITNESS WHEREOF I have hereunto affixed my hand and official
seal at Fernandina, Florida, this 9th day of July, 1947.

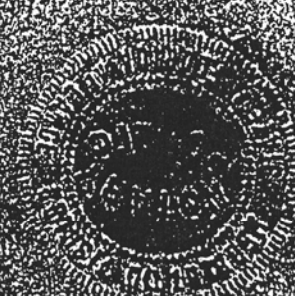
[Signature]
Notary Public

(SEAL)

My commission expires:

Register No. 32261

Filed and Recorded in the Public
Records of Nassau County, Florida, in
DEED Book No. 145, on
page 101-108. This 28th day
of August, 1947
at 2:15 o'clock P.M.
Record Verified



L E A S E

between

City of Fernandina, Florida, a Municipal Corporation

and

THE UNITED STATES OF AMERICA

THIS LEASE AGREEMENT made and entered into this 26th day of May, 1943, by and between City of Fernandina, a municipal corporation, party of the first part, hereinafter referred as the Lessor, and the United States of America, party of the second part, hereinafter referred to as the Government:

WITNESSETH:

WHEREAS, the Administrator of Civil Aeronautics of the Department of Commerce is empowered to construct, improve, and repair public airports and landing areas determined by him, with the approval of a Board composed of the Secretary of War, the Secretary of the Navy, and the Secretary of Commerce to be necessary for National Defense, and

WHEREAS, at the request of the Secretary of the Navy and with the approval of the said Board comprised of the Secretary of the Navy, the Secretary of War, and the Secretary of Commerce, the Administrator of Civil Aeronautics has determined that the development of an airport at or near the City of Fernandina is necessary for National Defense, and

WHEREAS, at the request of the City, the Government, acting by and through the Civil Aeronautics Administration, as part of the consideration for this lease, has developed and improved or may hereafter develop and improve the demised airport premises hereinafter described, and

WHEREAS, it is in the interest of National Defense that the airport be so constructed, operated, maintained and repaired at all times, as to enable it to be immediately available for military purposes in the event of any National Emergency,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements as hereinafter set forth and the further consideration of One Dollar (\$1.00) paid by the Government to the Lessor, receipt of which is here by acknowledged, it is mutually covenanted, contracted, and agreed by and between the parties hereto as follows, to-wit:

1. The lessor does hereby rent, lease, demise unto the Government the following described premises, viz:

All of those certain lots, tracts, or parcels of land situate, lying and being on Amelia Island in Nassau County, Florida, known and described as follows: All of Section 11 save and except the east 22 chains of said section which said 22 chains run parallel with the eastern boundary line of said section 11, being in Township 2 N, Range 28, East; the West $\frac{1}{2}$ of Section 8 being in Township 2 N, Range 28 E; also all of Lots numbered 1, 2, 3, 4 of Section 6 being in Township 2 N, Range 28 East, and also all of Section 7 being Township 2 N, Range 28 East; all of the foregoing being on Amelia Island in Nassau County, Florida, consisting of Eleven Hundred and Sixteen (1116) acres more or less.

3. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose.

4. The government shall have and is hereby granted the right and privilege during the term of this lease to make any and all alterations, to attach and erect additional fixtures and to make improvements of any character whatsoever that it may determine necessary in or upon the premises demised hereunder, which alterations, additions, fixtures, and improvements, if made or erected out of Government appropriations other than those of the Civil Aeronautics Administration, shall be and remain the property of the Government and may be removed therefrom by the Government at any time to the termination of this lease.

5. The Government shall have and is hereby granted the sole and exclusive use, control and jurisdiction of the demised premises from the date hereof up to and including six (6) months after the termination of the present state of war.

6. During the period that the Government shall have the sole and exclusive use and control of and exclusive jurisdiction over the premises, the Government shall maintain the premises and keep them in good repair.

7. From and after six (6) months after the termination of the present state of war, the Government shall have and is hereby granted for such time as the Government may desire the right to the joint and equal use of the demised premises in common with others, without charge of any nature and without any liability for upkeep or maintenance.

8. During such periods as the Government shall not have the sole and exclusive use and control of, and exclusive jurisdiction over the premises the lessor shall maintain the premises and keep them in good repair, and shall fully comply with all the provisions of its Airport Operation Agreement with the United States acting by and through the Administrator of Civil Aeronautics and any amendments thereto.

9. Anything provided in Paragraph 7 to the contract notwithstanding, during any subsequent National Emergency declared by the President and/or Congress and for six months thereafter, the Navy Department or any other Governmental agency designated by the Navy Department, shall have the right and privilege, without the payment of further consideration or charge of whatever nature, to the sole and exclusive use and control of, and the exclusive jurisdiction over, said premises and all then existing expansions thereof and developments thereon.

10. The Government shall have the further right and privilege, during the period or periods as in paragraph 9 above provided, to make any and all alterations and erect additional fixtures and improvements of any character whatsoever that it may determine necessary, which alterations, additions, fixtures, and improvements, if made or erected out of Government appropriations other than those of the Civil Aeronautics Administration shall be and remain the property of the Government, and may be removed therefrom by the Government after the termination of said emergencies.

11. Any provisions of this lease to the contrary notwithstanding, the Lessor shall, and hereby agrees to, convey to the Government on the request of the Navy Department all of the right, title and interest which lessor not has or may hereafter acquire in and to:

(c) Such additional lands as from time to time the Navy department or any other Governmental agency designated by the Navy Department may be determined to be necessary to provide reasonable access to and clearance of the structures, improvements and appurtenances indicated in (a) and (b) above, regardless of whether or not such lands lie within 250 feet of the center line of such runways;

and the Lessor further agrees to execute, at the request of the Government, such further documents or instruments as may be necessary to effect such conveyances of title,

12. The area to which the Government may obtain title under the provisions of paragraph 11, subdivision (a) above shall not exceed fifty percent (50%) of all the demised premises which are not within 250 feet of the center line of any runway constructed with Civil Aeronautics Administration funds.

13. This lease agreement may be cancelled by the Government at its option on sixty (60) days prior written notice to the Lessor of such intent to so cancel.

14. That this lease agreement shall become operative upon the City of Fernandina executing that certain airport Operation Agreement with the United States of America acting by and through the Civil Aeronautics Administration generally referred to as CAA Form AP-4 covering the proposed airport site on Amelia Island.

15. No member of our delogate to Congress or resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 26th day of May, 1943.

CITY OF FERNANDINA

Lessor

By /s/ G. Ralph Wolff
Mayor

(SEAL)

UNITED STATES OF AMERICA

COUNTERSIGNED:

/s/ W. C. Drager

Approved as to Form and
Correctness

/s/ Herbert Wm. Fishler
City Attorney

By /s/ John Johnson
By direction of Chief of the Bureau of Yards
and Docks, acting under direction of Secretary
of the Navy

Fernandina, Florida
May 26, 1943

A special meeting of the City Commission was held May 26th, 1943 at 10:30 A. M., City Hall. Present Mayor Commissioner Wolff, Commissioners DeVette, Hood, and Stapleton. City Attorney Fishler and City Manager W. C. Drager. Lieut. Hartenfeldt, U. S. Navy and John B. Sitzler, C. A. A.

Motion was made by Commissioner J. M. DeVette that lease between the City of Fernandina and the United States of America acting by and through the Secretary of the Navy be approved and executed by the City, said lease to become operative upon the City of Fernandina executing that certain Airport Operation Agreement with the United States of America, acting by and through the Civil Aeronautics Administration generally referred to as CAA Form AP-4 covering the proposed airport site on Amelia Island and that the lease shall so provide; and said lease shall be executed by the proper officials of the City of Fernandina. That as many certified copies as the United States of America shall reasonably request shall be furnished them.

Motion was seconded by Commissioner Stapleton, there being five yeas the motion was carried.

There being no further business they did then and there adjourn.

(s) G. Ralph Wolff
Mayor Commissioner

ATTEST:

(s) W. C. Drager
City Auditor and Clerk

CERTIFICATE OF CLERK

STATE OF FLORIDA

COUNTY OF NASSAU

I, W. C. Drager, City Auditor and Clerk of the City of Fernandina, a municipal corporation in Nassau County, Florida, do hereby certify that the foregoing copy of the excerpts of the minutes consisting of a motion is a true and correct and exact copy of the excerpts of said minutes, and was duly passed unanimously at the meeting of the City Commission of the City of Fernandina, Florida, held on the 26th day of May, A. D. 1943, as the same appears recorded in the current minutes Book of the City Commission of said City of Fernandina; and that the attached lease between the City of Fernandina and the United States of America is a true and correctly executed copy of the lease referred to foregoing motion.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said City this 26th day of May A. D. 1943.

(SEAL)

/s/ W. C. Drager
City Auditor and Clerk

STATE OF FLORIDA

COUNTY OF NASSAU

I HEREBY CERTIFY that on this 26th day of May A. D. 1943, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared G. Ralph Wolff, Mayor and W. C. Drager, City Clerk, respectively of the City of Fernandina, a municipal Corporation, to me known to be the persons described in and who executed the foregoing lease and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of such corporation.

WITNESS my signature and official seal of the City of Fernandina, in the County of Nassau, State of Florida, the day and year last aforesaid.

/s/ J. Warren Jackson, Sr.

Notary Public, State of Florida
at Large, My commission expires

Feb. 17, 1945

(SEAL)

SUBCHAPTER II—SURPLUS PROPERTY FOR
PUBLIC AIRPORTS

§ 47151. Authority to transfer an interest in surplus property

(a) GENERAL AUTHORITY.—Subject to sections 47152 and 47153 of this title, a department, agency, or instrumentality of the executive branch of the United States Government or a wholly owned Government corporation may convey to a State, political subdivision of a State, or tax-supported organization any interest in surplus property—

(1) that the Secretary of Transportation decides is—

(A) desirable for developing, improving, operating, or maintaining a public airport (as defined in section 47102 of this title);

(B) reasonably necessary to fulfill the immediate and foreseeable future requirements for developing, improving, operating, or maintaining a public airport; or

(C) needed for developing sources of revenue from nonaviation businesses at a public airport; and

(2) if the Administrator of General Services approves the conveyance and decides the interest is not best suited for industrial use.

(b) ENSURING COMPLIANCE.—Only the Secretary may ensure compliance with an instrument conveying an interest in surplus property under this subchapter. The Secretary may amend the instrument to correct the instrument or to make the conveyance comply with law.

(c) DISPOSING OF INTERESTS NOT CONVEYED UNDER THIS SUBCHAPTER.—An interest in surplus property that could be used at a public airport but that is not conveyed under this subchapter shall be disposed of under other applicable law.

(d) WAIVER OF CONDITION.—Before the Secretary may waive any condition imposed on an interest in surplus property conveyed under subsection (a) that such interest be used for an aeronautical purpose, the Secretary must provide notice to the public not less than 30 days before waiving such condition.

(e) REQUESTS BY PUBLIC AGENCIES.—Except with respect to a request made by another department, agency, or instrumentality of the executive branch of the United States Government, such a department, agency, or instrumentality shall give priority consideration to a request made by a public agency (as defined in section 47102) for surplus property described in subsection (a) for use at a public airport.

(Pub. L. 103–272, §1(e), July 5, 1994, 108 Stat. 1278; Pub. L. 106–181, title I, §§125(c), 135(d)(1), 136, Apr. 5, 2000, 114 Stat. 75, 84, 85; Pub. L. 112–95, title I, §152(f), Feb. 14, 2012, 126 Stat. 34.)

HISTORICAL AND REVISION NOTES—CONTINUED

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
	50 App.:1622(g)(1).	Oct. 3, 1944, ch. 479, 58 Stat. 765, §13(g)(1); added July 30, 1947, ch. 404, §2, 61 Stat. 678; Aug. 23, 1958, Pub. L. 85–726, §1402(c), 72 Stat. 807; May 21, 1970, Pub. L. 91–258, §52(b)(6), 84 Stat. 235; Sept. 3, 1982, Pub. L. 97–248, §524(c), 96 Stat. 696.
47151(b)	49 App.:1655(c)(1). 50 App.:1622b.	Oct. 1, 1949, ch. 589, §3, 63 Stat. 700; Aug. 23, 1958, Pub. L. 85–726, §1402(c), 72 Stat. 807.
47151(c)	50 App.:1622(g)(5), (6).	Oct. 3, 1944, ch. 479, 58 Stat. 765, §13(g)(5), (6); added July 30, 1947, ch. 404, §2, 61 Stat. 680.

In subsection (a), before clause (1), the words “Notwithstanding any other provision of this Act” are omitted as surplus. The words “Subject to sections 47152 and 47153 of this title” are substituted for “but subject to the terms, conditions, reservations, and restrictions hereinafter provided for” to eliminate unnecessary words. The words “a department, agency, or instrumentality of the executive branch of the United States Government or a wholly owned Government corporation” are substituted for “any disposal agency designated pursuant to this Act” for clarity because disposal agencies were Government agencies designated under 50 App.:1619(a), that was repealed by section 602(a)(1) of the Federal Property and Administrative Services Act of 1949 (ch. 288, 63 Stat. 399), and Government agencies were all departments, agencies, and instrumentalities of the executive branch of the United States Government and wholly owned Government corporations. The word “give” is substituted for “convey or dispose of . . . without monetary consideration to the United States”, to eliminate unnecessary words. The word “municipality” is omitted as being included in “political subdivision”. The words “of a State” are added for clarity and consistency in the revised title and with other titles of the United States Code. The word “organization” is substituted for “institution” for consistency in the revised title. The words “all of the right, title, and . . . of the United States . . . and to . . . real or personal” are omitted as surplus. In clause (1)(A), the words “essential, suitable, or” are omitted as surplus. In clause (1)(B), the words “of the grantee” are omitted as surplus. In clause (2), the words “Administrator of General Services” are substituted for “[War Assets] Administrator” in section 13(g)(1) of the Surplus Property Act of 1944 (ch. 479, 58 Stat. 765) because of section 105 of the Federal Property and Administrative Services Act of 1949 (ch. 288, 63 Stat. 381). The words “and decides the interest is not best suited for industrial use” are substituted for “(exclusive of property the highest and best use of which is determined by the Administrator of General Services to be industrial and which shall be so classified for disposal without regard to the provisions of this subsection)” to eliminate unnecessary words.

Subsection (b) is substituted for 50 App.:1622b to eliminate unnecessary words.

In subsection (c), the text of 50 App.:1622(g)(5) is omitted as obsolete because 50 App.:1621, 1622(f), and 1627(e) were repealed by section 602(a)(1) of the Federal Property and Administrative Services Act of 1949 (ch. 288, 63 Stat. 399). The words “An interest in surplus property that could be used at a public airport” are substituted for “All surplus property within the purview of this subsection” for clarity. The words “elsewhere in this Act or other applicable” are omitted as surplus. The word “law” is substituted for “Federal Statute” for consistency in the revised title and with other titles of the Code.

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
47151(a)	49 App.:1655(c)(1).	Oct. 15, 1966, Pub. L. 89–670, §6(c)(1), 80 Stat. 938; Jan 12, 1983, Pub. L. 97–449, §7(b), 96 Stat. 2444.

AMENDMENTS

2012—Subsec. (e). Pub. L. 112-95 struck out “(other than real property that is subject to section 2687 of title 10, section 201 of the Defense Authorization Amendments and Base Closure and Realignment Act (10 U.S.C. 2687 note), or section 2905 of the Defense Base Closure and Realignment Act of 1990 (10 U.S.C. 2687 note))” after “subsection (a)”.

2000—Subsec. (a). Pub. L. 106-181, § 135(d)(1)(A)(i), substituted “convey to” for “give” in introductory provisions.

Subsec. (a)(2). Pub. L. 106-181, § 135(d)(1)(A)(ii), substituted “conveyance” for “gift”.

Subsec. (b). Pub. L. 106-181, § 135(d)(1)(B), substituted “conveying” for “giving” and “conveyance” for “gift”.

Subsec. (c). Pub. L. 106-181, § 135(d)(1)(C), substituted “Conveyed” for “Given” in heading and “conveyed” for “given” in text.

Subsec. (d). Pub. L. 106-181, § 125(c), added subsec. (d).

Subsec. (e). Pub. L. 106-181, § 136, added subsec. (e).

EFFECTIVE DATE OF 2000 AMENDMENT

Amendment by Pub. L. 106-181 applicable only to fiscal years beginning after Sept. 30, 1999, see section 3 of Pub. L. 106-181, set out as a note under section 106 of this title.

CONSTRUCTION OF 2000 AMENDMENT

Nothing in amendment by section 125(c) of Pub. L. 106-181 to be construed to authorize Secretary of Transportation to issue waiver or make a modification referred to in such amendment, see section 125(e) of Pub. L. 106-181, set out as a note under section 47107 of this title.

§ 47152. Terms of conveyances

Except as provided in section 47153 of this title, the following terms apply to a conveyance of an interest in surplus property under this subchapter:

(1) A State, political subdivision of a State, or tax-supported organization receiving the interest may use, lease, salvage, or dispose of the interest for other than airport purposes only after the Secretary of Transportation gives written consent that the interest can be used, leased, salvaged, or disposed of without materially and adversely affecting the development, improvement, operation, or maintenance of the airport at which the property is located.

(2) The interest shall be used and maintained for public use and benefit without unreasonable discrimination.

(3) A right may not be vested in a person, excluding others in the same class from using the airport at which the property is located—

(A) to conduct an aeronautical activity requiring the operation of aircraft; or

(B) to engage in selling or supplying aircraft, aircraft accessories, equipment, or supplies (except gasoline and oil), or aircraft services necessary to operate aircraft (including maintaining and repairing aircraft, aircraft engines, propellers, and appliances).

(4) The State, political subdivision, or tax-supported organization accepting the interest shall clear and protect the aerial approaches to the airport by mitigating existing, and preventing future, airport hazards.

(5) During a national emergency declared by the President or Congress, the United States Government is entitled to use, control, or pos-

sess, without charge, any part of the public airport at which the property is located. However, the Government shall—

(A) pay the entire cost of maintaining the part of the airport it exclusively uses, controls, or possesses during the emergency;

(B) contribute a reasonable share, consistent with the Government's use, of the cost of maintaining the property it uses nonexclusively, or over which the Government has nonexclusive control or possession, during the emergency; and

(C) pay a fair rental for use, control, or possession of improvements to the airport made without Government assistance.

(6) The Government is entitled to the nonexclusive use, without charge, of the landing area of an airport at which the property is located. The Secretary may limit the use of the landing area if necessary to prevent unreasonable interference with use by other authorized aircraft. However, the Government shall—

(A) contribute a reasonable share, consistent with the Government's use, of the cost of maintaining and operating the landing area; and

(B) pay for damages caused by its use of the landing area if its use of the landing area is substantial.

(7) The State, political subdivision, or tax-supported organization accepting the interest shall release the Government from all liability for damages arising under an agreement that provides for Government use of any part of an airport owned, controlled, or operated by the State, political subdivision, or tax-supported organization on which, adjacent to which, or in connection with which, the property is located.

(8) When a term under this section is not satisfied, any part of the interest in the property reverts to the Government, at the option of the Government, as the property then exists.

(Pub. L. 103-272, § 1(e), July 5, 1994, 108 Stat. 1279; Pub. L. 106-181, title I, § 135(d)(2), Apr. 5, 2000, 114 Stat. 85.)

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
47152	49 App.:1655(c)(1).	Oct. 15, 1966, Pub. L. 89-670, § 6(c)(1), 80 Stat. 938; Jan. 12, 1983, Pub. L. 97-449, § 7(b), 96 Stat. 2444.
	50 App.:1622(g)(2).	Oct. 3, 1944, ch. 479, 58 Stat. 765, § 13(g)(2); added July 30, 1947, ch. 404, § 2, 61 Stat. 678; Oct. 1, 1949, ch. 589, § 1, 63 Stat. 700; Aug. 23, 1958, Pub. L. 85-726, § 1402(c), 72 Stat. 807.

In this section, before paragraph (1), the words “conditions, reservations, and restrictions” and “the authority of” are omitted as surplus. In paragraph (1), the words “A State, political subdivision of a State, or tax-supported organization receiving the interest” are substituted for “grantee or transferee” for clarity. The words “sold” and “disposed of under the authority of this subsection” are omitted as surplus. In paragraph (2), the words “transferred for airport purposes” are omitted as surplus. In paragraph (3), before clause (A), the words “For the purpose of this condition, an exclu-

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attempt to obtain a lease on the property. After some discussion, he stated that if the sale of Oceanfront Park was approved, he was going to approach the Commission for a forty year lease on the park property with the initial payment being a fee simple deed to five hundred feet of oceanfront property. He stated that this was the only viable opportunity he could to not build the duplexes on his property. After more discussion, Mayor Haddock stated that he felt the property was left open for proposals if approved, and that the Commission was looking into the procedures for rezoning.

* * * * *

Ms. Linda Cook then came before the Commission and requested that people in the audience not smoke in the meeting chambers but that they step out into the hall to smoke.

* * * * *

Mr. Grady W. Courtney, retired City Manager, came before the Commission and stated that he was protesting the Financial Management Study prepared by Mr. Jerry Singer and submitted by the Kings Bay Impact Coordinating Committee. He stated that in the report there were many utterly false statements. He stated that there were recommendations in the report that had been practiced by the City for ten years. He further stated that he did not know where he had gotten his information. There was then some discussion.

* * * * *

Mr. Arthur Gilbert, President of Amelia Island Air Services, came before the Commission and inquired as to the status of the situation at the airport. He stated that his company was providing services that were costing his company money that the Fixed Base Operator usually provided and got other revenues to help out with the expense of providing those services.

City Attorney Poole stated that the next step the Commission would need to take was to make a decision as to whether the City would be operating the airport itself or advertising for proposals.

After some discussion, a motion was made by Commissioner Sapp, seconded by Vice Mayor Albert, that the City begin advertising for proposals for operation of the airport. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

City Attorney Poole stated that he would prepare a proposal for the advertisement and lease agreement.

* * * * *

Commissioner Sorensen thanked the people of Fernandina Beach on behalf of the Sorensen family for their kind deeds in helping the family after the death of his wife, Eloyse Sorensen.

* * * * *

Commissioner Sapp stated that he felt there should be some means of honoring citizens who volunteer their time and effort on behalf of the City. He stated that he felt, if the Commission chose to, that Mr. Ybor Alvarez should be honored by Resolution or some other means for over twenty-nine years of umpiring ball games.

After some discussion, a motion was made by Commissioner Sapp, seconded by Commissioner Sorensen, that the Commission honor Mr. Ybor Alvarez at the next regular meeting with a plaque and resolution. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

* * * * *

Minutes
Regular Meeting
May 1, 1984
Page One

The City Commission of the City of Fernandina Beach, Florida met in regular session in the City Commission meeting chambers, its regular meeting place in said City at 7:30 p.m., Tuesday, May 1, 1984. Present were Mayor John Gregory Haddock, presiding; Vice Mayor Charles L. Albert, Jr., Commissioners Joseph Smiley Lee, Ronnie Sapp and Ben Sorensen. Also present were City Manager Ferris B. Jones, City Attorney Wesley R. Poole and City Clerk Vicki P. Wingate.

Mayor Haddock called the meeting to order and led the Pledge of Allegiance to the Flag. He then gave the Invocation.

Mayor Haddock stated that as there were no Minutes presented for approval, the item would be tabled until the next meeting.

* * * * *

The first item of business was to consider passage of Resolution No. 723 which read as follows:

'RESOLUTION NO. 723

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA,
EXPRESSING ITS GRATITUDE AND APPRECIATION TO YBOR
ALVAREZ, AS AN OUTSTANDING CITIZEN OF THE CITY OF
FERNANDINA BEACH, FLORIDA.

WHEREAS, YBOR ALVAREZ has volunteered his time and energies to help the youth of this community throughout the years; and

WHEREAS, in performing his volunteer work, he untiringly, diligently and conscientiously has devoted his best efforts to encouraging and helping the youth of this community and surrounding areas; and

WHEREAS, his work has consistently been characterized by sound, self-sacrificing, unprejudiced and conscientious action; and

WHEREAS, he is known and recognized as a person of the highest moral character; and

WHEREAS, the City Commission of the City of Fernandina Beach, Florida feels that a special commendation should be given to him for his great contribution to the community.

NOW, THEREFORE, BE IT UNANIMOUSLY RESOLVED by the City Commission of the City of Fernandina Beach, Florida that the highest commendation and sincerest appreciation is hereby rendered unto YBOR ALVAREZ for his loyal, devoted and unselfish efforts that he had given to this community.

BE IT FURTHER RESOLVED that this Resolution be a permanent matter of record in the proceedings of this Commission by recording it in the official Minutes and also upon a separate page of the Resolution Book and that a copy of this Resolution be presented to YBOR ALVAREZ as evidence of this Commission's highest esteem.

ADOPTED in a regular meeting of the City Commission of the City of Fernandina Beach, Florida, on this 1st day of May, 1984."

Mayor Haddock read Resolution No. 723 in full and presented a plaque of said Resolution to Mr. Ybor Alvarez. Vote upon passage of Resolution No. 723 was taken by ayes and nays and was as follows:

Commissioner Sorensen:	Aye
Commissioner Sapp:	Aye
Commissioner Lee:	Aye
Vice Mayor Albert:	Aye
Mayor Haddock:	Aye

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April 2, 1985
Page Seven

The seventh item on the agenda was to consider awarding bid on Equipment and Appliances for the Concession at the Airport Softball Complex. The following sealed bid was received and opened by the City Manager:

Miller Machinery & Supply Company \$9,190.00

City Manager Jones stated that he and the Department Head recommended that the bid be awarded to Miller Machinery as it was significantly lower than the first estimated prices. He stated that there was an agreement with Nassau County for the County to expend \$20,000 towards equipping and finishing up the Airport Softball Complex. He stated that a portion of the \$20,000 would be used to purchase the equipment for the concession stand. He stated that the commitment was made in writing from the Nassau County Board of Commissioners.

A motion was made by Commissioner Sapp, seconded by Vice Mayor Albert, to accept the bid of Miller Machinery & Supply Company. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

Commissioner Sapp stated that last year the Commission had talked about possibly naming the Airport Softball Complex the "Ybor Alvarez Softball Complex". He then made a motion that the Airport Softball Complex be named "Ybor Alvarez Softball Complex". The motion was seconded by Commissioner Lee. Commissioner Lee stated that he felt everyone would agree that it was a gesture which was deserved by Ybor Alvarez. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

City Manager Jones stated that he would like to plan for the opening ceremony of the softball complex to be held on Saturday, April 20, 1985 in the morning.

City Manager Jones informed the Commission that he had received a letter from the Magnolia Garden Club thanking the City for the lovely addition of flowers and shrubbery to Centre Street and that the beautification program was appreciated.

City Manager Jones advised that he had received a letter from the Lieutenant Governor, Wayne Mixson, advising that the Florida Department of Commerce Small Cities Community Development Block Grant Program - Economic Development Category had been approved in the amount of \$675,000 on behalf of the Centre Street Waterfront Group (CSWG) for the marina redevelopment.

Commissioner Sapp inquired as to how the grant would be administered. City Manager Jones stated that either City staff

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Commissioner Roberts second Commissioner Sapp's motion. Vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Roberts:	Aye
Commissioner Sapp:	Aye
Commissioner Lee:	Aye
Vice Mayor Albert:	Nay
Mayor Sorensen:	Aye

Vice Mayor Albert stated that he felt the City had everything it needed to attract industry.

Mr. Lewis Faison came before the Commission and requested that a traffic light be installed at the intersection of Jasmine and 8th Streets. Public Works Director Higginbotham stated that he was working with the County in trying to install a traffic light at the intersection of Lime and 8th Streets. He stated that due to the curve right before the intersection of Jasmine and 8th Streets he did not feel that the traffic light should be installed in that location.

The fifth item on the agenda was to consider Resolution No. 767 which read as follows:

"RESOLUTION NUMBER 767

A RESOLUTION OF THE CITY OF FERNANDINA BEACH EXPRESSING ITS GRATITUDE AND APPRECIATION TO YBOR ALVAREZ BY NAMING THE AIRPORT SOFTBALL COMPLEX IN HIS HONOR AS THE "YBOR ALVAREZ SOFTBALL COMPLEX".

WHEREAS, Ybor Alvarez, had dedicated thirty (30) years to the youth of Fernandina Beach and Nassau County, and;

WHEREAS, he untiringly, diligently and conscientiously has devoted his best efforts to serving the youth of this community, and;

WHEREAS, he was instrumental in starting the Little League Baseball Program in Fernandina Beach; and

WHEREAS, he is a most loyal citizen and servant of this City who is always giving of his time and consideration to the best interest of our young people; and

WHEREAS, he now holds the honorable position of Chief Southern Regional Umpire, which covers twenty-nine (29) states, including the State of Florida.

NOW, THEREFORE, BE IT UNANIMOUSLY RESOLVED by the City Commission of the City of Fernandina Beach, Florida, that the name for the Airport Softball Complex is:

"YBOR ALVAREZ SOFTBALL COMPLEX"

BE IT FURTHER RESOLVED that this Resolution be a permanent

MINUTES
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April 16, 1985
Page Seven

Mayor Sorensen stated that he would entertain a motion that Saturday, April 20, 1985 be named "Ybor Alvarez Day". A motion was made by Commissioner Roberts, seconded by Vice Mayor Albert, that a Proclamation be prepared naming Saturday, April 20, 1985 as "Ybor Alvarez Day". Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The sixth item on the agenda was to consider approval of the Grant Agreement between the City and the Federal Aviation Administration for Airport Improvement Project No. AIP 3-12-0022-02. City Manager Jones recommended that the Commission approve the Grant Agreement and authorize the City Manager, City Clerk and City Attorney to execute same. A motion was made by Commissioner Lee, seconded by Commissioner Roberts, to accept the City Manager's recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The eighth item on the agenda was to consider Resolution No. 765 entitled, "A RESOLUTION URGING AND REQUESTING THE PUBLIC SERVICE COMMISSION OF FLORIDA TO ESTABLISH AN EXTENDED AREA SERVICE ARRANGEMENT BETWEEN THE TELEPHONE EXCHANGES IN FERNANDINA BEACH AND JACKSONVILLE TO PERMIT TOLL FREE TELEPHONE CALLS TO BE MADE FROM FERNANDINA BEACH TO JACKSONVILLE."

Commissioner Roberts stated that there was a possibility that the City of Fernandina Beach could be affiliated with the Jacksonville network to have local telephone calls. He stated that a resolution adopted by the Commission was necessary to request the Public Service Commission to initiate a study of the area, Fernandina Beach, Amelia Island and probably Yulee. He stated that after studies the Public Service Commission would make a determination as to whether or not Fernandina Beach qualified for an extended area service for toll free telephone service between Fernandina Beach and Jacksonville.

After some discussion, a motion was made by Commissioner Roberts, seconded by Commissioner Lee, that Resolution No. 765 be adopted. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

The ninth item on the agenda was to consider grantsmanship services proposals. City Manager Jones stated that a memorandum had been included in the Commission's agenda packet giving a summary of the four proposals and City staff's recommendations. He stated that the recommendations were that a special meeting be called for April 24, 1985 at 5:00 p.m. and that each firm be given twenty minutes to discuss their proposal.

A motion was made by Commissioner Lee

RESOLUTION NUMBER 767

A RESOLUTION OF THE CITY OF FERNANDINA BEACH
EXPRESSING ITS GRATITUDE AND APPRECIATION TO
YBOR ALVAREZ BY NAMING THE AIRPORT SOFTBALL
COMPLEX IN HIS HONOR AS THE "YBOR ALVAREZ
SOFTBALL COMPLEX".

WHEREAS, Ybor Alvarez, has dedicated thirty (30) years
to the youth of Fernandina Beach and Nassau County, and;

WHEREAS, he untiringly, diligently and conscientiously has
devoted his best efforts to serving the youth of this community, and;

WHEREAS, he was instrumental in starting the Little League
Baseball program in Fernandina Beach, and;

WHEREAS, he is a most loyal citizen and servant of this City
who is always giving of his time and consideration to the best interest
of our young people, and;

WHEREAS, he now holds the honorable position of Chief Southern
Regional Umpire, which covers twenty-nine (29) states, including the
State of Florida.

NOW, THEREFORE, BE IT UNANIMOUSLY RESOLVED by the City Commission
of the City of Fernandina Beach, Florida, that the name for the Airport
Softball Complex is:

"YBOR ALVAREZ SOFTBALL COMPLEX"

BE IT FURTHER RESOLVED that this Resolution be a permanent
matter of record in the proceedings of this Commission by recording
it in the official Minutes and also upon a separate page of the Re-
solution Book as a testimonial of his services to this community and
that a copy of this Resolution, bestowing this honor, be presented to
Ybor Alvarez.

ADOPTED at a regular meeting of the City Commission of the City
of Fernandina Beach, Florida, on this 16th day of April, 1985.

CITY OF FERNANDINA BEACH

RESOLUTION 115 CONSTITUTING AGREEMENT
WITH THE UNITED STATES RELATIVE TO
OPERATION AND MAINTENANCE OF THE
FERNANDINA MUNICIPAL AIRPORT.

WHEREAS, the Administration of Civil Aeronautics of the United States Department of Commerce (hereinafter referred to as the "Administrator"), with the approval of a Board composed of the Secretary of War, the Secretary of the Navy, and the Secretary of Commerce, has designated as necessary for national defense a project (herein called the "Project") for the development of the Fernandina Municipal Airport (herein called the "Airport"), which project is identified as S-904-8-131, and

WHEREAS, as a condition precedent to release and operation of the Project, the Administrator requires that the City of Fernandina (herein called the "City") have certain property interests in the landing area of the Airport and the lands to be improved under the project and enter into an agreement with the United States (herein called the "Government"), in the manner and form hereof; and

WHEREAS, the City is legally, financially, and otherwise able to enter into such agreement and desires to avail itself of the benefits of prosecution of the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE City Commission of the City of Fernandina:

Section 1. That for and in consideration of development of the Airport by the Government as contemplated by the Project, the City does hereby covenant and agree with the Government as follows, this agreement to become effective upon the award of any construction contract for any portion of the Project or the inauguration of any portion of the Project under force account, and to continue in full force and effect during the useful life of the improvements made under the Project.

(a) The Government shall have the right to determine the exact nature of the improvements to be made under the Project, the manner in which the Project is to be conducted, the amount of Federal Funds to be expended, and all other matters relating to the Project. The City will cooperate with the Government to ensure prosecution of the Project without interference or hinderance, and agree to permit the agents and employees of the Government, and all persons authorized by the Administrator, to enter upon, use and occupy the property to be developed, as the Administrator may deem necessary or desirable in connection with the conduct of the Project.

(b) The City agrees to indemnify and save harmless the Government against and from any and all claims and damages which may arise from or in connection with the carrying out of the Project, excepting claims for injuries or death to persons resulting from willful or negligent acts or omissions of the Government or any of its officers, employees, agents, or agencies, all other claims sounding in tort, and claims materiele furnished or work performed paramount to authority given by officers, employees, or agents of the Government.

(c) It is understood and agreed that all improvements made under the Project with City Aeronautics

(e) The City agrees that continuously during the term of this agreement except during such time as the Government may have the sole and exclusive use and control of the Airport, the City will maintain in good and serviceable condition and repair the entire landing area of the Airport and all improvements, facilities and equipment which have been or may be made, constructed or installed with Federal aid, including all improvements made under the Project, other than facilities and equipment owned by the Government.

(f) Insofar as is within its power and reasonably possible, the City will prevent any use of land either within or without the boundaries of the Airport, including the construction, erection, alteration or growth, of any structure or other project thereon, which would be a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit its usefulness as an Airport.

(g) In order to protect the rights and interests of the Government under this resolution, the City agrees that it will not enter into any transaction that would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. The City further agrees that it will not execute any deed, lease, operation or management or facility thereof or interest therein, even though the other party to the transaction is the Government acting through the War Department or Navy Department, unless thirty days' notice of its intention so to do has been given to the Administrator, or unless the Administrator has waived the right of such notice. A copy of the proposed instrument in question shall be attached to said notice, which shall state the date upon which the same is to be executed.

(h) The City agrees that, if requested to do so by the War Department or Navy Department, at any time during a national emergency declared by the President, it will lease the Airport to the Government for military or naval use, at a nominal rental, for a term of one year, renewable annually at the option of the Government for such period as the Government may designate; Provided, that the lease shall contain an express stipulation that its term shall not exceed the duration of the national emergency and six months thereafter unless an extension thereof is approved by the Administrator. Such lease shall also contain a covenant on the part of the Government to bear all of the expense of maintaining and keeping in good repair the leased premises and all improvements and facilities thereon during the lease term. The City further agrees that, during all times that the landing area of the Airport is not held by the Government under lease, the Government shall have the right to joint and equal use of such area in common with, without charge.

Section 2. In order to satisfy the Government that the City is qualified to sponsor the Project under the project eligibility requirements of the Civil Aeronautics Administration and to induce the Government to proceed with the Project in accordance with the offer made by the City in Section 1 hereof, the City does hereby represent and warrant to the Government as follows:

(a) That the City has title in fee simple to all lands comprising the landing area of the Airport, and to all lands to be improved under the Project, subject to their attorney's opinion hereto attached, which lands are shown on the sketch attached hereto as part of Exhibit A, and that said lands are held free from any lien, lease, easement, or other encumbrance, other than a lease entered into with the Government, acting by and through

performance of any of the covenants contained in Section 1 hereof, which has not been brought to the attention of the Administrator.

(e) That the City Commission of the City is the proper body to adopt this resolution and has complied with all requirements of law in so doing.

(f) That such of the above representations and warranties as involve questions of law are made upon the advice of the City Attorney of the City, whose certificate as to such matters has previously been delivered to the City Commission and is annexed hereto and made a part hereof, as Exhibit A.

Section 3. That the City Attorney and the Mayor be and they are authorized and directed to furnish the Administrator copies of all documents representing or evidencing the encumbrances described in Section 2 (a) hereof, together with such legal and factual information relative to the Airport, the Project, and this resolution as the Administrator may reasonably request.

Section 4 That two certified copies of this resolution be sent forthwith to the Administrator, through the Regional Manager of the Civil Aeronautics Administration, Municipal Airport, Atlanta, Georgia.

Section 5. That this resolution shall be effective immediately.

I approve the adoption of the foregoing resolution.

Mayor of City of Fernandina.

Fernandina, Florida,
May 26th, 1943

A special meeting of the City Commission was held May 26th, 1943, at 10:30 A.M., City Hall. Present, Mayor-Commissioner Wolff, Commissioners DeVette, Galphin, Hood and Stapleton. City Attorney Fishler and City Manager W.C. Drager. Lieut. Hartenfeldt, U.S. Navy and John B. Sitzler, C.A.A.

Motion was made by Commissioner J. M. DeVette that lease between the City of Fernandina and the United States of America acting by and through the Secretary of the Navy be approved and executed by the City, said lease to become operative upon the City of Fernandina executing that certain Airport Operation Agreement with the United States of America, acting by and through the Civil Aeronautics Administration generally referred to as GAA Form AP-4 covering the proposed airport site on Amelia Island and that the lease shall so provide; and said lease shall be executed by the proper officials of the City of Fernandina. That as many certified copies as the United States of America shall reasonably request shall be furnished them.

Motion was seconded by Commissioner Stapleton, there being five yeas the motion was carried.

There being no further business they did then and there adjourn.

ATTEST

(S) G. Ralph Wolff
Mayor-Commissioner

(S) W. C. Drager
City Clerk and Auditor.

CERTIFICATE OF CLERK

STATE OF FLORIDA ,)
COUNTY OF NASSAU.)

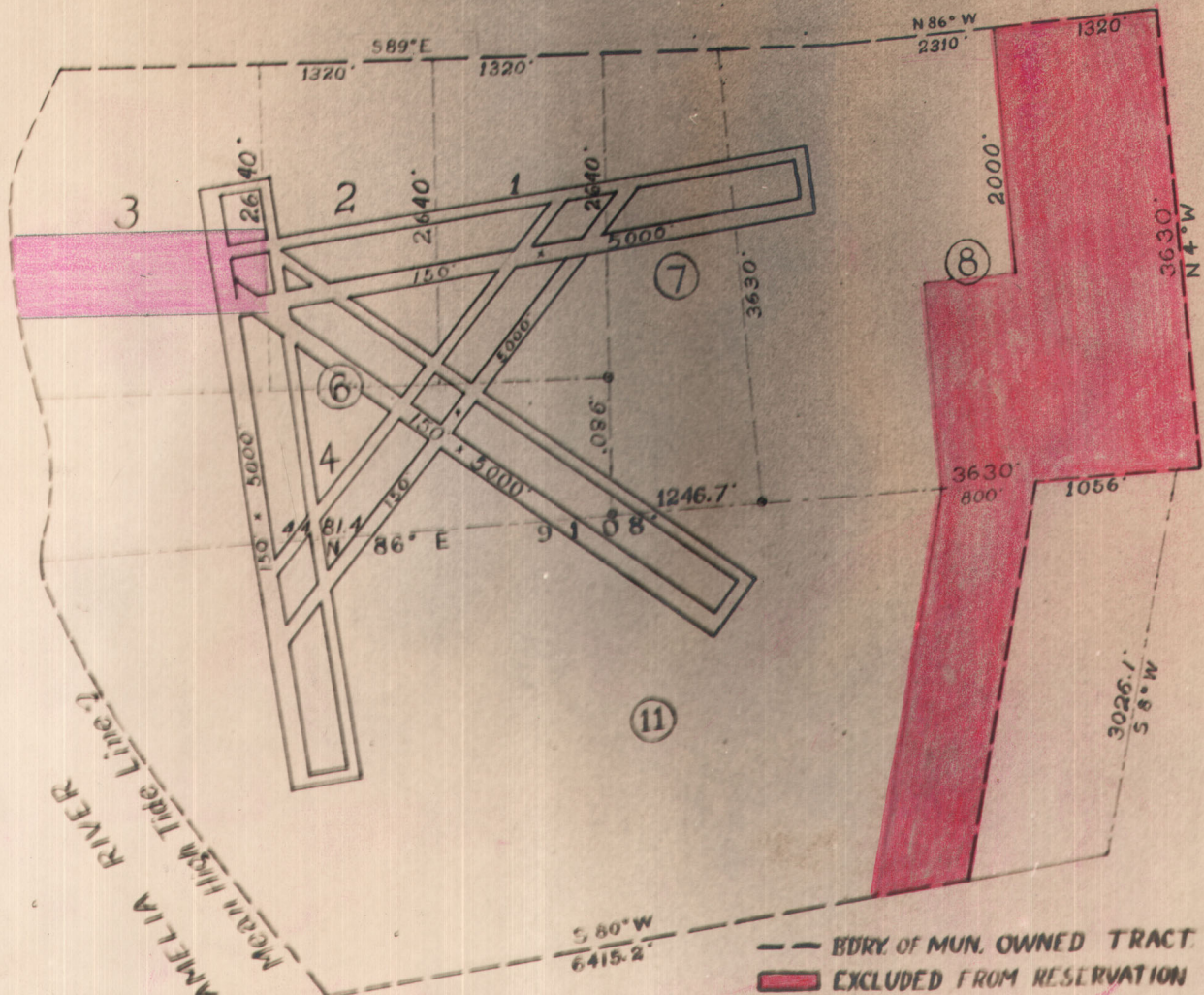
I, W. C. Drager, City Auditor and Clerk of the City of Fernandina, a municipal corporation in Nassau County, Florida, do hereby certify that the foregoing copy of the excerpts of the minutes consisting of a motion is a true and correct and exact copy of the excerpts of said minutes, and was duly passed unanimously at the meeting of the City Commission of the City of Fernandina, Florida, held on the 26th day of May, A.D. 1943, as the same appears recorded in the current Minute Book of the City Commission of said City of Fernandina; and that the attached lease between the City of Fernandina and the United States of America is a true and correctly executed copy of the lease referred to foregoing motion.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said City this 26th day of May, A.D. 1943

(Seal)

W. C. Drager.
City Auditor and Clerk

Sections 6, 7, 8 and 11
T2N R28E
NASSAU COUNTY, FLA.



N¹S¹ Lot 3 in which City has 3/7 undivided

RESOLUTION.

BE IT RESOLVED by the City Commission of the City of Fernandina, Florida, that the resolution entitled "A Resolution constituting Agreement with the United States relative to Operation and Maintenance of the Fernandina Municipal Airport", adopted by the City Commission on July 1, 1963, be and is hereby amended by adding thereto the clause as follows:

Section 1 (1), The City agrees to furnish by friendly negotiation, condemnation or other means at its disposal, an unencumbered fee simple title in the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Lot 3, Section 6, T2N R28E Nassau County, and the City further agrees to complete such transactions as are incidental to the acquisition of said tract within the shortest possible time.

BE IT FURTHER RESOLVED, that the said Resolution be and it is hereby further amended by modifying Section 2 (a) thereof to read as follows:

Section 2 (a). That the City has title in fee simple to all lands comprising the landing area of the Airport and to all lands to be improved under the Project, which lands are shown on the sketch attached hereto as a part of Exhibit A, and that said lands are held free

-- 2 --

sevenths undivided interest being presently vested in Charles J. Davis, Jr., Hamilton Davis, Nell Hamlin, and Louise Dodson, and more fully described in said Exhibit A hereto attached and made a part hereof

I have approved the adoption of the foregoing resolution.


Mayor of City of Fernandina

EXHIBIT A.

Certificate of City Attorney and Associate Council.

We, Herbert W. Fisher and A. D. Marthur, the duly appointed and qualified City Attorney and Associates, of the City of Fernandina, having read the proposed resolution heretofore submitted to the City by the Administrator of Civil Aeronautics, the adoption of which is required as a condition precedent to the prosecution of Civil Aeronautics Administration national defense project for the development of the Fernandina Municipal Airport, CAA Docket No. 8-904-S-151, do hereby certify:

(1) That the City of Fernandina has a fee simple title in all lands to be improved and that such lands are held free and clear of any lien, lease, easement or other encumbrance other than a lease with the Government acting by and through the Navy Department, dated May 26, 1943, and except for one tract in which the fee simple title is vested as follows:

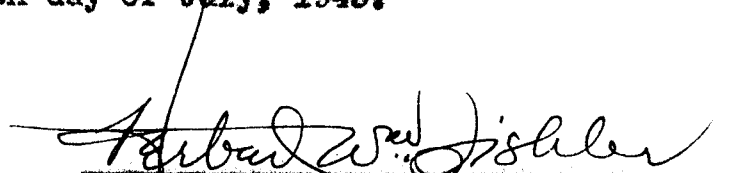
Re. Re Lot Lot 3, Section 6, T8N, R8E, Nassau County.

Title to an undivided $3/7$ of this tract, which contains $33-1/3$ acres, is vested in the City of Fernandina. Title to the undivided remainder is vested in four individuals who have each agreed to convey their respective interest to the City of Fernandina, and to each of whom a deed has been mailed and for which the consideration has been deposited by the City of Fernandina

-- 2 --

(3) That there is no pending or threatened litigation or other legal proceedings which might adversely affect the prosecution of said Project, the operation of said Airport, or the performance of any of the covenants contained in said resolution.

Dated this 10th day of July, 1943.


City Attorney, City of Fernandina


Associate Council

CERTIFICATE OF CLERK

I, W. C. Drager, the duly elected, qualified and acting Clerk of the City of Fernandina, do hereby certify that the foregoing resolution was legally adopted at a meeting of the City Commission on the 10th day of July, 1943, and that said resolution has been compared by me with the original thereof on file in my office and is a true copy of the whole of said original.

I further certify that there was attached to the said resolution at the time of its adoption an attorney's certificate and sketch of which the certificate and sketch annexed hereto are true copies.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fernandina, this 10th day of July, 1943.

W. C. Drager
City Clerk

(SEAL)

[illegible]

LE A S E

between

and

THE UNITED STATES OF AMERICA

THIS LEASE AGREEMENT made and entered into this 26th day of May, 1943, by and between City of Fernandina, a municipal corporation, party of the first part, hereinafter referred to as the Lessor, and the United States of America, party of the second part, hereinafter referred to as the Government:

WITNESSETH:

WHEREAS, the Administrator of Civil Aeronautics of the Department of Commerce is empowered to construct, improve and repair public airports and landing areas determined by him, with the approval of a Board composed of the Secretary of War, the Secretary of the Navy and the Secretary of Commerce, to be necessary for National Defense, and

WHEREAS, at the request of the Secretary of the Navy and with the approval of the said Board comprised of the Secretary of the Navy, the Secretary of War and the Secretary of Commerce, the Administrator of Civil Aeronautics has determined that the development of an airport at or near the City of Fernandina is necessary for National Defense, and

WHEREAS, at the request of the City, the Government, acting by and through the Civil Aeronautics Administration, as part of the consideration for this lease, has developed and improved or may hereafter develop and improve the demised airport premises hereinafter described, and

WHEREAS, it is in the interest of National Defense that the airport be so constructed, operated, maintained and repaired at all times, as to enable it to be immediately available for military purposes in the event of any National Emergency,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements as hereinafter set forth and the further consideration of One Dollar (\$1.00) paid by the Government to the Lessor, receipt of which is hereby acknowledged, it is mutually covenanted, contracted and agreed by and between the parties hereto as follows, to wit:

1. The Lessor does hereby rent, lease and demise unto the Government the following described premises, viz.

1, 2, 3, 4 of Section 6 being in Township 2 N, Range 20 East and also all of Section 7 being Township 2 N, Range 20 East; all of the foregoing being on Amelia Island in Nassau County, Florida, consisting of Eleven Hundred and Sixteen (1116) acres more or less

to be used as an airport and for any necessary or incidental activities in connection therewith.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning forthwith and ending six (6) months after the termination of the present state of war, subject to cancellation by the Government as hereinafter provided.

3. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose.

4. The government shall have and is hereby granted the right and privilege during the term of this lease to make any and all alterations, to attach and erect additional fixtures and to make improvements of any character whatsoever that it may determine necessary in or upon the premises demised hereunder, which alterations, additions, fixtures and improvements, if made or erected out of Government appropriations other than those of the Civil Aeronautics Administration, shall be and remain the property of the Government and may be removed therefrom by the Government at any time prior to the termination of this lease.

5. The Government shall have and is hereby granted the sole and exclusive use, control and jurisdiction of the demised premises from the date hereof up to and including six (6) months after the termination of the present state of war.

6. During the period that the Government shall have the sole and exclusive use and control of and exclusive jurisdiction over the premises, the Government shall maintain the premises and keep them in good repair.

7. From and after six (6) months after the termination of the present state of war, the Government shall have and is hereby granted for such time as the Government may desire the right to the joint and equal use of the demised premises in common with others, without charge of any nature and without any liability for upkeep or maintenance.

8. During such periods as the Government shall not have the sole and exclusive use and control of, and exclusive jurisdiction over the premises, the lessor shall maintain the premises and keep them in good repair, and shall fully comply with all the provisions of its Airport Operation Agreement with the United States acting by and through the Administrator of Civil Aeronautics and any amendments thereto.

9. Anything provided in paragraph 7 to the contrary notwithstanding, during any subsequent National Emergency declared by the President and/or Congress and for six months thereafter, the Navy Department or any other Governmental agency designated by the Navy Department, shall have the right and privilege, without the payment of further consideration or charge of whatever nature, to the sole and exclusive use and control of, and the exclusive jurisdiction over, said premises and all then existing expansions thereof and developments thereon.

10. The Government shall have the further right and privilege, during the period or periods as in paragraph 9 above provided, to make any and all alterations and erect additional fixtures and improvements of any character whatsoever that it may determine necessary, which alterations, additions, fixtures and improvements, if made or erected out of Government appropriations other than those of the Civil Aeronautics Administration, shall be and remain the property of the Government and may be removed therefrom by the Government after the termination of said emergencies.

11. Any provisions of this lease to the contrary notwithstanding, the Lessor shall, and hereby agrees to, convey to the Government on the request of the Navy Department all of the right, title and interest which Lessor now has or may hereafter acquire in and to:

(a) All land upon which structures and improvements of any nature whatsoever, whether permanent or temporary, have been erected out of Navy appropriations during the period ending 6 months after the present state of war, provided that such lands do not lie within 250 feet of the center line of any runway constructed with Civil Aeronautics Administration funds;

(b) All lands, upon which aprons, warm-up platforms, or parking platforms appurtenant to the structures and improvements indicated in (a) above are located, regardless of whether or not such lands lie within 250 feet of the center line of such runway;

(c) Such additional lands as from time to time the Navy Department or any other Governmental agency designated by the Navy Department may determine to be necessary to provide reasonable access to and clearance of the structures, improvements and appurtenances indicated in (a) and (b) above, regardless of whether or not such lands lie within 250 feet of the center line of such runways;

and the Lessor further agrees to execute, at the request of the Government, such further documents or instruments as may be necessary to effect such conveyances of title.

above shall not exceed fifty percent (50%) of all the demised premises which are not within 250 feet of the center line of any runways constructed with Civil Aeronautics Administration funds.

13. This lease agreement may be cancelled by the Government at its option on sixty (60) days prior written notice to the Lessor of such intent to so cancel.

14. That this lease agreement shall become operative upon the City of Fernandina executing that certain Airport Operation Agreement with the United States of America acting by and through the Civil Aeronautics Administration generally referred to as CAA Form AP-4 covering the proposed airport site on Amelia Island.

15. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.,

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 26th day of May 1943

CITY OF FERNANDINA.

Lessor

By G. R. Gresham
Mayor

(SEAL)

COUNTERSIGNED

W. C. Drager
City Auditor & Clerk

UNITED STATES OF AMERICA

By James Forrestal
Acting Secretary of the Navy

(SEAL)

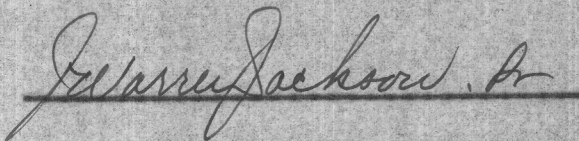
Approved as to Form and Correctness.

Arthur W. Fisher
City Attorney.

STATE OF FLORIDA,
COUNTY OF NASSAU.

I HEREBY CERTIFY, That on this 26th day of May, A.D. 1943 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared G. Ralph Wolff, Mayor and W. C. Drager, City Clerk, Respectively, of the City of Fernandina, a municipal corporation, to me known to be the persons described in and who executed the foregoing lease and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal of the City of Fernandina, in the County of Nassau, State of Florida, the day and year last aforesaid.

A handwritten signature in cursive script, reading "Warren Jackson, Jr.", written over a horizontal line.

Notary Public, State of Florida at Large
My Commission Expires Feb. 17, 1945

A G R E E M E N T

between

CITY OF FERNANDINA

and

THE UNITED STATES OF AMERICA.

THIS AGREEMENT made and entered into this _____ day of February A.D. 1944, by and between the City of Fernandina, a municipal corporation, party of the first part, hereinafter referred to as the City, and the United States of America, party of the second part, hereinafter referred to as the Government.

WITNESSETH:

WHEREAS, The Administrator of Civil Aeronautics of the Department of Commerce is empowered to construct, improve and repair public airports and landing areas determined by him, with the approval of a Board composed of the Secretary of War, the Secretary of the Navy and the Secretary of Commerce, to be necessary for National Defense, and

WHEREAS, at the request of the Secretary of the Navy and with the approval of the said Board comprised of the Secretary of the Navy, the Secretary of War and the Secretary of Commerce, the Administrator of Civil Aeronautics has determined that the development of an airport at or near the City of Fernandina is necessary for National Defense, and

WHEREAS, at the request of the City, the Government, acting by and through the Civil Aeronautics Administration, as part of the consideration of this agreement, has developed and improved or may hereafter develop and improve the demised airport premises known as the Fernandina Municipal Airport, and

WHEREAS, there now exists an overhead power line which now crosses the site of the Fernandina Municipal Airport and said existing power line being approximately at the end of one of the runways and constitutes a hazard, and

WHEREAS, the City and the Florida Public Utilities Company have heretofore entered into an agreement for the removal of said power line to be placed on and along a relocated highway, an executed copy of which agreement is hereto attached.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements as hereinafter set forth and the further consideration of One Dollar (\$1.00) each to the other in hand paid, receipt of which is hereby acknowledged, it is mutually covenanted, con-

relocating said overhead power line hereinabove referred to and in the event the relocation of said overhead power line shall exceed said sum of Seventeen Hundred Dollars (\$1700.00) then and in that event the City shall assume and pay such additional costs.

3. The City will secure either through itself or other local agencies the necessary rights of way, easements, licenses and other matter necessary for the construction of said new line.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of February 1944.

By _____

MAYOR

(SEAL)

UNITED STATES OF AMERICA

COUNTERSIGNED:

By _____

City Auditor & Clerk

Approved as to Form and Correctness.

City Attorney.

Signed, sealed and delivered
in the presence of:

Witnesses as to the signature
of party of the first part.

of the Secretary of War, the Secretary of the Navy, and the Secretary of Commerce, has designated as necessary for national defense a project (herein called the "Project") for development of the Fernandina Municipal Airport (hereinafter called the "AIRPORT" which project is identified as S-904-2-131, and

WHEREAS, as a condition precedent to relase and operation of the Project, the Administrator requires that the City of Fernandina (herein called the "City") have certain property interests in the landing area of the Airport and the lands to be improved under the Project and enter into an agreement with the United States (herein called the "Government"), in the manner and form hereof; and

WHEREAS, the City is legally, financially and otherwise able to enter into such agreement and desires to avail itself of the benefits of prosecution of the Project:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY Commission of the City of Fernandina:

Section 1. That for and in consideration of development of the Airport by the Government as contemplated by the Project, the City does hereby covenant and agree with the Government as follows, this agreement to become effective upon the award of any construction contract for any portion of the Project or the inauguration of any portion of the Project under force account, and to continue in full force and effect during the useful life of the improvements made under the Project.

(a) The Government shall have the right to determine the exact nature of the improvements to be made under the Project, that manner in which the project is to be conducted, the amount of Federal funds to be expended, and all other matters relating to the Project. The City will cooperate with the Government to ensure prosecution of the Project without interference or hindrance, and agree to permit the agents or employees of the Government, and all persons authorized by the Administrator, to enter upon, use and occupy the property to be developed, as the Administrator may deem necessary or desirable in connection with the conduct of the Project.

(b) The City agrees to indemnify and save harmless the Government against and from any and all claims and damages which may arise from or in connection with the carrying out of the Project, excepting claims for injuries or death to persons resulting from willful or negligent acts or omissions of the Government or any of its officers, employees, agents or agencies, all other claims sounding in tort and claims materiele furnished or work performed paramount to authority given by officers, employees or agents of the Government.

(c) It is understood and agreed that all improvements made under the Project with Civil Aeronautics Administration funds shall be the sole and absolute property of the City except where specifically agreed otherwise, in writing, prior to the undertaking of the improvement or installation in question.

(e) The City agrees that continuously during the term of this agreement except during such time as the Government may have the sole and exclusive use and control of the Airport, the City will maintain in good and serviceable condition and repair the entire landing area of the Airport and all improvements, facilities and equipment which have been or may be made, constructed or installed with Federal aid, including all improvements made under the Project, other than facilities and equipment owned by the Government.

(f) Insofar as is within its power and reasonably possible, the City will prevent any use of land either within or outside the boundaries of the Airport, including the construction, erection, alteration or growth, of any structure or other project thereon, which would be a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit its usefulness as an airport.

(g) In order to protect the rights and interests of the Government under this resolution, the City agrees that it will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. The City further agrees that it will not execute any deed, lease, operation or management agreement, or other instrument affecting the airport or any portion or facility thereof or interest therein, even though the other party to the transaction is the Government acting through the War Department or Navy Department, unless thirty days' notice of its intention so to do has been given to the Administrator, or unless the Administrator has waived the right to such notice. A copy of the proposed instrument in question shall be attached to said notice, which shall state the date upon which the same is to be executed.

(h) The City agrees that, if requested to do so by the War Department or Navy Department, at any time during a national emergency declared by the President, it will lease the Airport to the Government for military or naval use, at a nominal rental, for a term of one year, renewable annually at the option of the Government for such period as the Government may designate; Provided: that the lease shall contain an express stipulation that its term shall not exceed the duration of the national emergency and six months thereafter unless an extension thereof is approved by the Administrator. Such lease shall also contain a covenant on the part of the Government to bear all of the expense of maintaining and keeping in good repair the leased premises and all improvements and facilities thereon during the lease term. The City further agrees that, during all times that the landing area of the Airport is not held by the Government under lease, the Government shall have the right to joint and equal use of such area in common with, without charge.

Section 2. In order to satisfy the Government that the City is qualified to sponsor the Project under the project eligibility requirements of the Civil Aeronautics Administration and to induce the Government to proceed with the Project in accordance with the agreement made by the City in Section 1 hereof, the City

(b) That the City has the power and authority to adopt this resolution through the City Commission, and to perform all of the covenants contained herein.

(c) That the City is financially and practically able to perform all of the covenants contained in this resolution.

(d) That there is no pending or threatened litigation or other legal proceeding, and no material or relevant fact, which might adversely affect the prosecution of the Project, the operation of the Airport, or the performance of any of the covenants contained in Section 1 hereof, which has not been brought to the attention of the Administrator.

(e) That the City Commission of the City is the proper body to adopt this resolution and has complied with all requirements of law in so doing.

(f) That such of the above representations and warranties as involve questions of law are made upon the advice of the City Attorney of the City, whose certificate as to such matters has previously been delivered to the City Commission and is annexed hereto and made a part hereof, as Exhibit A.

Section 3. That the City Attorney and the Mayor be and they are authorized and directed to furnish the Administrator copies of all documents representing or evidencing the encumbrances described in Section 2 (a) hereof, together with such legal and factual information relative to the Airport, the Project, and this resolution as the Administrator may reasonably request.

Section 4. That two certified copies of this resolution be sent forthwith to the Administrator, through the Regional Manager of the Civil Aeronautics Administration, Municipal Airport, Atlanta, Georgia.

Section 5. That this resolution shall be effective immediately.

I approve of the adoption of the foregoing resolution.

Mayor of City of Fernandina.

RESOLUTION NO. 116.

BE IT RESOLVED by the City Commission of the City of Fernandina, Florida, that the resolution entitled "A Resolution con-

Copy

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
PART I — GENERAL INFORMATION**

(DEP USE ONLY)

RECEIVED: _____

POSTMARKED: _____

APPL. NO.: _____

1. APPLICANT INFORMATION

A. Name of Applicant: City of Fernandina Beach

B. Federal Employer Identification Number: 55-04-006-025-546 59-6000317

C. Population: 11,000 D. Current Operating Budget: 61,636,793
(This is the operating budget for the city, county or special district, not just the department budget)

E. Contact Person: Tommy Purvis Title: Parks/Recreation Director
(The contact person is someone who will be in direct contact with DEP)

Address: Street/PO Box: 2500 Atlantic Avenue

City/State: Fernandina Beach, Florida Zip Code: 32034

Telephone: (904) 277-7350 Suncom: _____ FAX: 277-7353

If project is not funded, please check here if grantee wishes to receive application back. **XX**

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Tommy Purvis
Signature of Authorized Representative

9/28/99
Date

2. PROJECT INFORMATION

A. Name of Project: Development of Soccer Complex, Phase 1

B. Project Type (Check One): Project cannot be acquisition and development

Development: XX On land owned by applicant
On land currently under site control by applicant
Date site control expires: _____

Acquisition: _____

**Development projects must be under site control by the close of the submission period (September 30, 1999).
Include a copy of the site control documents (e.g., deed, lease, etc.). (Please Tab as Exhibit "L")**

C. Project Location: Street Address: 3243 Bailey Road

City: Fernandina Beach County: Nassau

D. LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED:

This should be the Senate and House district in which the **proposed project site is located**. If you are not sure of the district, contact your local office of the Supervisor of Elections.

State Senator: Mitchell Senate District Number: 4

State Representative: Crady House District Number: 12

E. Briefly describe the physical characteristics of the project. *Include land resources, vegetation, fish and wildlife, historical, archaeological resources, previous land usage and transportation access as well as other pertinent information.*

This project is on 10 acres more or less of 22 acres of flat grassy field. It has been utilized for several years by the Amelia Island Youth Soccer League as unimproved soccer fields. It has paved access via Bailey Road and unimproved parking associated with the adjoining City of Fernandina Beach's Ybor Alvarez Softball Complex. No known archaeological or historical resources occur on this property, and currently no buildings or other improvements occur. Vegetation currently consists only of grasses and other herbaceous species. This project is intended to renovate the soccer fields, and provide lighting, restroom and concession facilities, bleachers, sprinkler system, fencing, improved parking and native landscaping once all phases are complete. This first phase will provide safe useable fields and parking.

3. FINANCIAL INFORMATION

A. FRDAP Funds Requested Line A \$ 112,500

B. Local Funds Available:

1. Cash: Line B \$ 37,500

2. In-Kind: Line C \$ _____

3. Land Value Line D \$ _____

If property is developed, land value CANNOT be used as a match.

Total Local Funds Available: Line E \$ 37,500
Sum of lines B, C and D

C. Total Cost of Proposed Project: Line F \$ 150,000
Sum of Lines A and E

The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local funds available (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.

- D. **Project Cost Estimate (COMPLETE ONLY FOR DEVELOPMENT PROJECTS):** *If land value is used as match, it should be included under primary cost. Primary costs include all recreation facilities and opportunities. Primary cost must be equal to or greater than fifty percent of the total cost. Attach a separate sheet if needed. Remember to include each element in your conceptual site plan.*

PRIMARY RECREATION AREAS AND FACILITIES: *Including, but not limited to, beach access, picnic facilities, fishing piers, ballfields, tennis courts, bicycle trails, etc. Costs of planning and site preparation should be included within the cost of each element.*

Quantity Description		Estimated Cost
N E W R E N O V A T I O N S	1 Grading	\$ 40,000
	1 Drainage	10,000
	1 Sprinkler Design and Installation	45,000
	1 Grass Sprigging	20,000
	Total Primary	\$ 115,000

SUPPORT FACILITIES AND IMPROVEMENTS: *Parking, restrooms, landscaping, security lighting, and such other costs should be included under support costs. Costs of planning and site preparation should be included within the cost of each element. Amenities such as benches, trash cans, utilities, water fountains, or bike racks will receive no points when being scored.*

Quantity Description		Estimated Cost
N E W R E N O V A T I O N S	1 Parking Lot and Drainage	\$ 35,000
	Total Support	\$ 35,000

TOTAL COST OF PROPOSED PROJECT \$ 150,000

PART II — EVALUATION CRITERIA

I. GENERAL EVALUATION CRITERIA

1. CAPITAL IMPROVEMENT PLAN

- A. Is the proposed project identified, in whole or in part, in the applicant's capital improvement plan or schedule during the current or next three (3) fiscal years?

(20 points)

__XX__ Yes _____ No

— OR —

- B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds? (10 points)

_____ Yes _____ No

If "Yes," provide a copy of the five-year capital improvement schedule included in the applicant's adopted Local Comprehensive Plan — OR — a copy of a resolution amending the existing schedule to include the proposed project. The capital improvements schedule must clearly indicate the proposed project. Please highlight project name, amount and year.

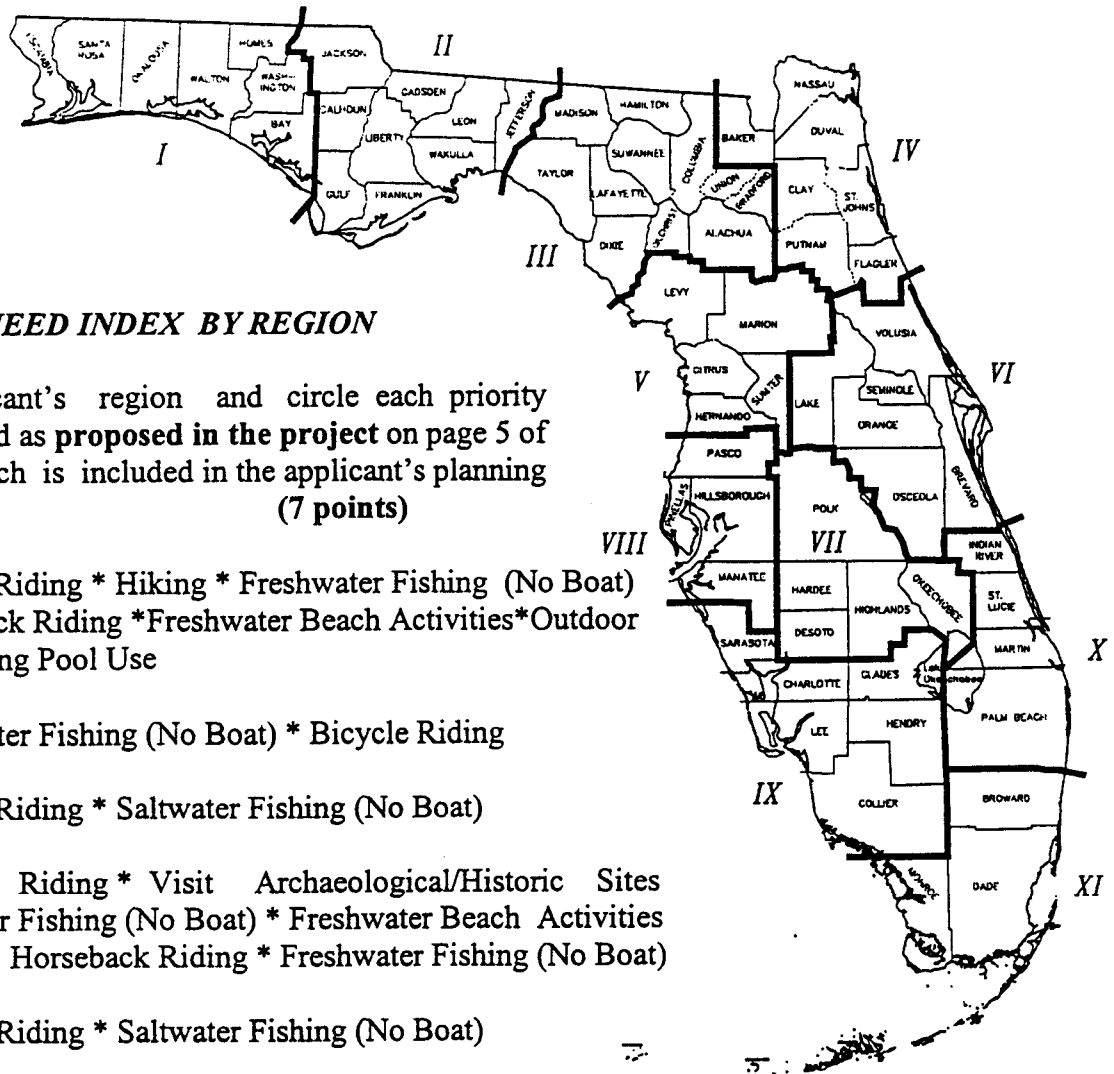
(Please tab as Exhibit "A")

2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

- A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the **OUTDOOR RECREATION IN FLORIDA - 1994 (SCORP)**. Provide quotations or other appropriate references with explanations to justify the correlation. (Please tab as Exhibit "B") (4 points)

This project will address several goals noted in the SCORP.

- 1) The development of this soccer complex will "Promote....recreational activities outside traditional systems through the increased use of community ... facilities in order to serve a large segment of the population" (ch 9.1) The growth of the Amelia Island Youth Soccer League has outgrown the current field availability on the project site. The renovation of these fields will provide additional playing and parking area for a rapidly growing population.
- 2) This project is within the city limits of Fernandina Beach and will "Expand state and local efforts to provide recreational opportunities to urban areas, including the development of activity based parks." (ch 9.1)
- 3) "Encourage the use of public and private financial and other resources for the development of recreational opportunities at the state and local levels." (ch 9.1) The Amelia Island Youth Soccer League is a volunteer organization who has worked to raise public and private funds for the realization of this project, as well as coordinated with city officials for the use of city property.
- 4) "Enhance the liveability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and and recreational activities." (ch 9.1) The renovation of existing substandard fields, and the completion of all phases of the project will greatly enhance the useability of this property for recreation as parking and other amenities are added. This will certainly turn an empty field into a recreational facility the community can be proud of.



B. 1995 RELATIVE NEED INDEX BY REGION

Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** on page 5 of this application which is included in the applicant's planning region:
(7 points)

- _____ I Bicycle Riding * Hiking * Freshwater Fishing (No Boat)
Horseback Riding * Freshwater Beach Activities * Outdoor
Swimming Pool Use
- _____ II Freshwater Fishing (No Boat) * Bicycle Riding
- _____ III Bicycle Riding * Saltwater Fishing (No Boat)
- _____ IV Bicycle Riding * Visit Archaeological/Historic Sites
Saltwater Fishing (No Boat) * Freshwater Beach Activities
Hiking * Horseback Riding * Freshwater Fishing (No Boat)
- _____ V Bicycle Riding * Saltwater Fishing (No Boat)
- _____ VI Bicycle Riding * Hiking * Saltwater Fishing (No Boat)
Freshwater Beach Activities * Outdoor Swimming Pool Use
- _____ VII Bicycle Riding * Horseback Riding
- _____ VIII Bicycle Riding * Saltwater Beach Activities * Hiking * Horseback Riding
Hunting * Outdoor Swimming Pool Use
- _____ IX Bicycle Riding * Freshwater Beach Activities * Nature Study * Hiking
Horseback Riding * Hunting * Outdoor Swimming Pool Use * Shuffleboard
- _____ X Bicycle Riding * Freshwater Fishing (No Boat) * Hiking * Horseback Riding
Saltwater Fishing (No Boat) * Freshwater Beach Activities * Outdoor Swimming Pool
Use
- _____ XI Horseback Riding * Hiking * Hunting * Freshwater Fishing (No Boat)
Freshwater Beach Activities * Tent Camping * Outdoor Swimming Pool Use

3. PUBLIC PARTICIPATION

Public Participation — Indicate which of the following apply (*Check ALL that apply*):

_____ A. An advertised public meeting was held solely for the purpose of discussing the proposed project. *Attach a copy of proof of publication for the advertisement. Meeting must be for the **SOLE PURPOSE** of discussing the project proposed in the application. The advertisement should indicate that the purpose of the meeting is to discuss a FRDAP grant for this project site. (Please tab as "C-1")* (10 points)

___XX___ B. The project was discussed at a regularly scheduled meeting of the applicant's advisory board responsible for park, recreation and leisure service activities. *Provide a copy of the agenda and/or minutes of the advisory board meeting(s) where this project was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Discussion must take place at a regularly scheduled meeting. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist, **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS.** (Please tab as Exhibit "C-2").* (7 points)

___X___ C. Public input on the proposed project was obtained through presentations to community organizations, neighborhood associations and/or a written opinion survey. *Provide documentation (agenda, minutes or thank-you letter) showing that presentations regarding this project were made to community organizations or groups OR provide a copy of the survey instrument and a summary of the results and explain how the results relate to the proposed project.* (4 points)

4. OPERATION AND MAINTENANCE

Capability to develop, operate and maintain the project site: (*Please check ONLY one*):

___XX___ The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance capabilities. *If this option is selected, provide a copy of an agency organizational chart. DEP reserves the right to request position descriptions if questions arise. (Please tab as Exhibit "D")* (6 points)

_____ The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance capabilities. *If this option is selected, explain on a separate sheet. (Please tab as Exhibit "D")* (4 points)

_____ The applicant has other means of providing facility development, programming and maintenance capabilities. *If this option is selected, explain on a separate sheet. (Please tab as Exhibit "D")* (2 points)

5. PARK PARTNERSHIP

The proposed project is supported through a written cooperative agreement between the applicant and a private or public entity in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the project with the applicant holding the leading management responsibility.

_____ Yes XX No

If "Yes", submit a copy of the cooperative agreement. Written agreement must be executed by the end of the submission period and quantify the donation in monetary units. (Please tab as Exhibit "E") (3 points)

II. DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. *Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged)*

(5 points)

- 1) ^{Soccer}~~Softball~~ Fields
- 2) Restroom and Concession Building

2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

- A. List the facilities which are addressed on page 5 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study. The study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" has an effective date of December 1995. (See attached pages 12-16 for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff.) (Maximum 30 points)

- 1) Soccer Fields
- 2) Support Facilities

- B. Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant's population density as set forth in the study titled **"1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA"**. Use the table below to determine in which priority funding need ranking the project falls. (Check **ONLY one**):

_____ **XX** _____ Highest Priority Funding Need (13 points)

_____ Second Highest Priority Funding Need (8 points)

<i>Population Density 1 - Population Under 10,000</i>		
Rank	Funding	Index
1	Construction	87.7
2	Renovation	84.0
<i>Population Density 2 - Population 10,000 to 24,999</i>		
Rank	Funding	Index
1	Renovation	86.9
2	Construction	79.8
<i>Population Density 3 - Population 25,000 to 49,999</i>		
Rank	Funding	Index
1	Construction	88.8
2	Renovation	76.7
<i>Population Density 4 - Population 50,000 to 99,999</i>		
Rank	Funding	Index
1	Construction	93.8
2	Renovation	91.8
<i>Population Density 5 - Population 100,000 and Over</i>		
Rank	Funding	Index
1	Renovation	97.4
2	Construction	82.2

*Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park
Department Facility Needs in the State of Florida*

- D. **Project Cost Estimate (COMPLETE ONLY FOR DEVELOPMENT PROJECTS):** *If land value is used as match, it should be included under primary cost. Primary costs include all recreation facilities and opportunities. Primary cost must be equal to or greater than fifty percent of the total cost. Attach a separate sheet if needed. Remember to include each element in your conceptual site plan.*

PRIMARY RECREATION AREAS AND FACILITIES: *Including, but not limited to, beach access, picnic facilities, fishing piers, ballfields, tennis courts, bicycle trails, etc. Costs of planning and site preparation should be included within the cost of each element.*

	Quantity	Description	Estimated Cost
N E W	4	New soccer fields	65,000.00
R E N O V A T I O N S	4	Renovate existing soccer fields	50,000.00
Total Primary			\$ 115,000.00

SUPPORT FACILITIES AND IMPROVEMENTS: *Parking, restrooms, landscaping, security lighting, and such other costs should be included under support costs. Costs of planning and site preparation should be included within the cost of each element. Amenities such as benches, trash cans, utilities, water fountains, or bike racks will receive no points when being scored.*

	Quantity	Description	Estimated Cost
N E W	1	Parking lot and drainage	35,000.00
R E N O V A T I O N S			
Total Support			\$ 35,000.00

TOTAL COST OF PROPOSED PROJECT \$ 150,000.00



City of Fernandina Beach

WESLEY R. POOLE
CITY ATTORNEY

February 22, 2001

Mara Levy, Assistant General Counsel
Department of Environmental Protection
Marjory Stoneman Douglas Building
Tallahassee, Florida 32399-3000

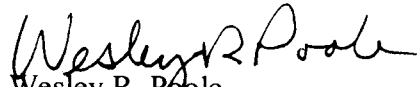
Re: FRDAP Grant for Ybor Alvarez Soccer Complex; title issues

Dear Ms. Levy:

I am in receipt of your February 9, 2001 letter regarding the above referenced matter. The City is currently having plans drawn that would exclude the disputed area from any development. I will forward these plans to your office once they are ready.

Thank you for your assistance with this matter.

Yours Sincerely,


Wesley R. Poole
City Attorney

cc: Andy Barton, City Manager
Vicki Wolfinger, Grants Administrator
Tommy Purvis, Parks and Recreation Director

WRP/tlh
Mydoc.ltr wrp.frdap



Jeb Bush
Governor

Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

David B. Struhs
Secretary

cc: Vicki Woffinger
Tommy Purvis
City Manager

February 9, 2001

Wesley R. Poole, Esquire
City of Fernandina Beach
Post Office Box 1280
Fernandina Beach, FL 32035

Re: **FRDAP Grant for Ybor Alvarez Soccer Complex; title issues**

Dear Mr. Poole:

Thank you for your response to my recent letter. Because the issue Mr. Jacobs raised regarding ownership of the lands is before the Circuit Court, this is a matter the Department cannot determine. If the Court should determine that someone other than the City should own the land, the City would be responsible to pay the Department back all funds (including interest) disbursed under the FRDAP grant program for such lands. In view of this and the lawsuit, we recommend that the City consider and advise us on what it plans to do if the count in the Willis lawsuit regarding the fifteen foot road is decided adversely to the City. If we have a satisfactory contingency plan, disbursement of the grant funds could move forward.

Please advise me within the next thirty days. If you cannot reach me, please call Terri Messler, Supervisor of the FRDAP grant program at 850-488-7896 to discuss possible contingency plans.

Sincerely,

Mara Levy
Assistant General Counsel for
Suzanne Brantley
Senior Assistant General Counsel

SBB/ajs

cc: Arthur I. Jacobs, Esquire
Ed Bowman, Chief, MS 520
Terri Messler, Supervisor, MS 585

"More Protection, Less Process"

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Jeb Bush
Governor

Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

David B. Struhs
Secretary

February 9, 2001

Arthur I. Jacobs, Esquire
401 Centre Street, 2nd Floor
Historic Post Office Building
Fernandina Beach, FL 32034

Re: **FRDAP Grant for Ybor Alvarez Soccer Complex; title issues**

Dear Mr. Jacobs:

Thank you for your recent letter regarding the pending lawsuit involving lands acquired or developed under the FRDAP grant program. We are discussing the issues raised in your letter with the City and we will insure that the terms of the FRDAP program are met.

Sincerely,

Mara Levy
Assistant General Counsel for
Suzanne Brantley
Senior Assistant General Counsel

SBB/ajs

cc: Wesley R. Poole, Esquire
Ed Bowman, Chief, MS 520
Terri Messler, Supervisor, MS 585



City of Fernandina Beach

WESLEY R. POOLE
CITY ATTORNEY

MEMORANDUM

January 17, 2001

TO: **Tommy Purvis, Parks and Recreation Director**
Vicki Wolfinger, Grants Administrator

FROM: Teresa L. Hicks, Legal Assistant 

RE: Ybor Alvarez Soccer Complex FRDAP Grant

Attached is a copy of a letter received from the Department of Environmental Protection regarding the FRDAP grant for the soccer complex. Please provide written comment to this office regarding this matter.

The City Attorney's response is due to DEP by January 26, 2001, so please respond to me by January 19, 2001.

cc: Wesley R. Poole, City Attorney

mydoc.memo.tlh.frdapgrant



Jeb Bush
Governor

Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

cc: City Commission
City Manager
Vicki Wolfinger
Tommy Purvis
David B. Struhs
Secretary

January 11, 2001

Rec'd 1-16-01

Wesley R. Poole, Esquire
Post Office Box 1280
Fernandina Beach, FL 32035

Re: FRDAP Grant for Ybor Alvarez Soccer Complex; title issues

Dear Mr. Poole:

The Department has received allegations from Attorney Buddy Jacobs that the City does not own the land for which it applied for a FRDAP grant for development of the Ybor Alvarez Soccer Complex. A copy of the letter is enclosed. Mr. Jacobs states that the issue is the subject of pending litigation in Nassau County, Case number 00-14-CA, Willis, et al. v. City of Fernandina Beach.

Please respond to Mr. Jacobs' allegations and advise me of the status of the litigation within ten days so the Department can determine whether the City's grant application can be processed or not.

Please call me if you wish to further discuss the matter at 850-921-9679.

Sincerely,

Suzanne Brantley
Senior Assistant General Counsel

SB/as
Enclosure

cc: Jerry Oshesky

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JACOBS & ASSOCIATES, P.A.

ATTORNEYS AT LAW

401 CENTRE STREET

THE HISTORIC POST OFFICE BUILDING

SECOND FLOOR

FERNANDINA BEACH, FLORIDA 32034

TELEPHONE (904) 261-3693

FAX NO. (904) 261-7879

ARTHUR I. JACOBS

LANNY M. RAUER

LISA G. SATCHER

OF COUNSEL

E. CLINCH KAVANAUGH

MAILING ADDRESS

POST OFFICE BOX 1110

FERNANDINA BEACH, FL 32035-1110

December 7, 2000

RECEIVED

DEC 11 2000

DESIGN AND RECREATION SERVICES

Jerry O'Shesky
Director Design & Recreation Services
Florida Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

Re: City of Fernandina Beach Grant Application

Dear Mr. O'Shesky:

I represent the owners of a parcel of land recorded in Book "U", Page 425 of the Public Records of Nassau County and described in Exhibit "A" attached.

This tract runs from the end of Bailey Road to a tract of land known as Crane Island. Both of these tracts of land are owned by my clients.

The above-described legal property runs through the proposed Ybor Alvarez Soccer Complex, which, the City of Fernandina, has falsely represented to the Department of Environmental Protection that they own all of the real property on which they wish to construct a number of soccer fields.

since 67 never belonged to me but City
CLIFF
It has come to my attention that Mr. Tommy Purvis, Parks and Recreation Director for the City of Fernandina Beach, has filed for a FIRDAP grant for construction of the Ybor Alvarez Soccer Complex on the above-described lands owned by my clients. The City of Fernandina Beach is well aware that this property is **not** owned by them and in fact it is now trying to make a claim on this property by adverse possession. In light of the forgoing, the city wrongfully represents the facts when in Section II of the City's FIRDAP grant, wherein Tommy Purvis certified to the Department of Environmental Protection "that the information in this application is true and accurate" and, immediately thereafter stated that the development was "on land owned by the applicant", i.e., the City of Fernandina Beach.
does grant say that

Even more disturbing was that the City of Fernandina Beach, in their project application, used a land plan of the soccer project (Exhibit "G") prepared and paid for at my clients direction by

Clinch volunteered this group to do plans & help with development - if soccer would not complain about excess at North end of F Field.

Jerry O'Shesky
December 7, 2000
Page Two

*I doubt this amount -
but even if true, it was
volunteered.*

one of the premier land planners in the southeastern United States, Design Works, Inc. of Charleston, South Carolina - at a cost of approximately Ten Thousand Dollars. You will note on the northern section of the proposed plan, a road which is located to the north of the soccer fields and, runs east and west to Crane Island and Amelia Island Parkway. The location of this road was a result of multiple meetings by our clients, Steve Dudash of Design Works, and various members of the Board of Directors of Amelia Island Youth Soccer Association, as well as Tommy Purvis. We initiated these meeting with the Amelia Island Soccer League at the request of the City Manager, Fred Hayes and the Director of Public Works, Jim B. Higginbotham in order to relocate the road owned by our clients through the proposed soccer fields. After much discussion and input from all parties, the plan, marked Exhibit "G", was created and developed relocating the road to Crane Island to the north and realigning all of the soccer fields in a north south direction. Not only did this plan resolve the issues of the road running through the proposed soccer complex it also provided Amelia Island Soccer League with one more, under age 8, soccer field than was on the original plans. It goes without saying that the soccer league and the City Parks and Recreation Department were delighted with the plan as it resolved the issue of our clients road through the proposed soccer complex and, the City and the soccer league, at no cost to them, were provided with a professional design and layout for the proposed soccer complex. Everyone agreed that it was an exceptional plan. Obviously, the City of Fernandina Beach likes it because they are still using it in order to secure a FIRDAP grant for the soccer complex as designed by Design Works, LC. *I was a narrow of City Mr request. He never directed me to meet I do not recall the delight most Jacobs. I agree. Please Fred's 19. They want us to support them in gaining island access this route. ~~about them~~*

Unfortunately, *All we were concerned with was Field layout - The road was their motivation to* the City of Fernandina Beach rejected the plan, marked Exhibit "G". It is now attempting to use state funds to construct a soccer complex on land that they do not own in order to block access to my client's other parcel of land. Thus, Exhibit "G" is a complete misrepresentation of what the City of Fernandina Beach is constructing at the Ybor Alveraz Soccer Complex. *Soccer people*

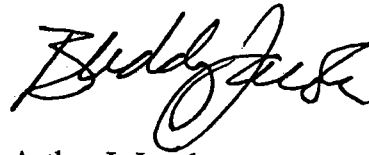
Under Item "K" in Part III of the application entitled "Supporting Documents", Vicki Wolfinger, Grants Administrator of the City of Fernandina Beach, provided the Department of Environmental Protection with documents which the City knows are incorrect. This is another attempt by the city to show control of this property in order to secure state funds for a project on land that they *know* they do not own. With this letter I am enclosing a copy of our Complaint against the City of Fernandina Beach wherein, among other things, we have conclusively proved, using the City Attorney's own records, that in 1943 the City of Fernandina Beach knew that they did not own the fifteen (15) foot road but, in order to secure grant money from the federal government in constructing an airport, they knowingly proceeded to execute false certificates under oath that they own these lands. I have also included a survey of our clients property showing the fifteen (15) foot road as well as a survey of Crane Island and a letter from Vince Graham, one of the owners of Crane Island in response to the City of Fernandina Beach's attempt to persuade Steve Dudash to sign the plans he drew in good faith to assist the city and soccer folks. *there has never been other until road came up*

Jerry O'Shesky
December 7, 2000
Page Three

If the Department of Environmental Protection proceeds to fund this project after being notified of the City's misrepresentation as to ownership of this property, we will be left with no choice but to name the Department of Environmental Protection as a party defendant, in order to protect our clients interest.

If you have any questions about the foregoing, please contact me at your earliest convenience at 904-261-3693. Thank you for your consideration.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "Buddy Jacobs", written in dark ink.

Arthur I. Jacobs

AJJ/ma

Enclosures

cc: Vince Graham
Lynwood Willis



City of Fernandina Beach

WESLEY R. POOLE
CITY ATTORNEY

January 22, 2001

Ms. Suzanne Brantley
Senior Assistant General Counsel
Department of Environmental Protection
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

Re: FRDAP Grant for Ybor Alvarez Soccer Complex

Dear Ms. Brantley:

Thank you for the opportunity to respond to Mr. Arthur I. Jacobs' letter of December 7, 2000. Mr. Jacobs' letter is replete with mis-representations and false allegations.

The City acquired the subject property by Warranty Deed dated June 30, 1943, recorded in the public records of Nassau County, Florida at Deed Book 119, page 212 (copy attached hereto as Exhibit "A"). The City then leased this and additional adjacent property to the Federal Government for construction of an airport by Lease dated May 26, 1943. The United States returned the property, with certain restrictions, to the City of Fernandina Beach on July 9, 1947, by that certain "Cancellation of Lease and Quitclaim" recorded in Deed Book 149, page 101. On November 24, 1954, the United States released portions of the property from the restrictions by that certain "Release with Restrictions and Reservations" recorded in Deed Book 218, page 148.

The City has been in possession of the property continuously since its return from the United States in 1947. The property has been used since that time for the city's municipal airport and recreational (softball and soccer) complex.

Mr. Jacobs, representing the owners of "Crane Island," approached the City in 1999 with a request for a "statutory way of necessity" across the city property for access to Crane Island. The access they were requesting was a 75 to 100 foot wide roadway, a distance of some 4,069 feet. A portion of the requested roadway would have traversed restricted areas off the ends of two runways; because of this and other concerns, the City Commission, on January 4, 2000, adopted Resolution 2000-06 which, among other things, deferred a decision on the request until additional information regarding the request and its impact on the airport could be obtained (copy of said Resolution being attached hereto as Exhibit "B").

Suzanne Brantley

January 22, 2001

Page two

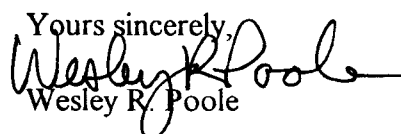
Apparently unhappy with this response, Mr. Jacobs immediately filed suit against the City, a copy of his original Complaint being attached hereto as Exhibit "C." I cannot tell from Mr. Jacobs' letter to you which version of his Complaint he sent to you (we are now on his "Fourth Amended Complaint"). In any event, you will note that there is no mention of the "fifteen foot road" in the original Complaint. Thus, it would appear that his allegations about ownership of the 15' road were an afterthought, presented solely as a attempted means of pressuring the City Commission into agreeing with his demands for the 75-100 foot roadway. Suffice it to say, the City vigorously denies his clients' claim of ownership of the "15 foot road;" enclosed, as Exhibit "D," is a copy of the City's Answer to the Fourth Amended Complaint.

I am sure that Mr. Jacobs also did not share with you the fact that his clients wish to develop Crane Island, which is an unspoiled island in the Intra-coastal Waterway, into a residential and commercial development containing some 260 single-family homes, a 360 room inn, a 2,000 square foot civic center, a 4,500 square foot yacht club with 90 slips and a 100 seat restaurant. The city has very real concerns that such a development would be incompatible with its municipal airport next door.

Regarding his clients' claim of benevolence, Mr. Tommy Purvis, Recreation Director, informs me that his department was already in the process of reconfiguring the layout of the soccer fields when he was approached by Mr. Jacobs' firm, with an offer to prepare "free" drawings and "possible financial assistance" for the development of the fields, if the Soccer parents organization and Recreation Department would agree to support his clients' request for an access to Crane Island. Mr. Purvis informed Mr. Jacobs' office that if the City Commission agreed, and if the proposed road did not interfere with the field layout, then he (Mr. Purvis) would have no problem with Mr. Jacobs' proposal. Neither the Recreation Department nor the soccer parents solicited this "help," but were approached by Mr. Jacobs' clients, only to have them later claim that they were being treated unfairly by the City and Soccer Association. Mr. Jacobs and his clients were fully aware, at all times, that neither Mr. Purvis nor the soccer parents could grant his clients' request, and that only the City Commission had such authority.

The Recreation Department is currently working to reconfigure the fields to avoid any construction in the disputed 15 foot "road." Obviously, I do not know how the litigation will turn out; however, I can tell you that the City will continue to vigorously defend its ownership of all of the property.

I trust this adequately answers your concerns; if you have any further questions, or need additional information, please do not hesitate to let me know.

Yours sincerely,

Wesley R. Poole

Suzanne Brantley

January 22, 2001

Page three

copy to: City Commission
 Tommy Purvis
 Vicki Wolfinger

city litII/brantley.ltr



City of Fernandina Beach

FINANCE DEPARTMENT

Memo

To: Teresa L. Hicks, Legal Assistant
From: Vicki Wolfinger, Grants Administrator *W*
CC: Cindy L. Dickerson, Controller
Tommy Purvis, Parks & Recreation Director ✓
Date: 01/18/01
Re: Ybor Alvarez Soccer Complex FRDAP Grant

With regard to the letter from Arthur I. Jacobs to the Department of Environmental Protection, I would like to make the following comments:

1. The FRDAP grant was filed by Amelia Island Youth Soccer (AIYS). Because the grant funds must come through the City, Tommy Purvis signed the application and the City agreed to provide \$37,500 in matching funds. However, all information provided in the original application was provided by AIYS. (This may be immaterial, but I thought I'd mention it.)
2. The documents provided to the DEP as proof of ownership of the property included: 1) the Cancellation of Lease and Quitclaim dated July 9, 1947 between the City and the U.S. government; 2) the Release with Restrictions and Reservations dated November 24, 1954 between the City and the U.S. government; and 3) Airport Property Map, sheet number 13, prepared by Reynolds Smith & Hills which references the conveyance of the airport property, including the soccer complex area, to the City.
3. The City Parks and Recreation Department is working with AIYS to reconfigure the development of the complex to avoid construction on the right-of-way which is the subject of the litigation.

Please let me know if you need further information with regard to this matter.



City of Fernandina Beach

Recreation & Park Department

2500 Atlantic Avenue
Fernandina Beach, FL 32034

MEMORANDUM

(904) 277-7350
Fax (904) 277-7353

TO: Wesley R. Poole
City Attorney

FROM: Tommy Purvis
Parks & Recreation Director

RE: Response to Jacobs & Associates Letter to the DEP

DATE: January 18, 2001

At the time of the Soccer grant application, the City did not have a Grants person on staff and therefore, the Florida Recreation Development Assistance Program (FRDAP, not FIRDAP) grant for the Ybor Alvarez Complex was written by a soccer parent, whom I might add did an excellent job. Vicki Wolfinger took over when she was hired as the Grants Administrator for the City of Fernandina Beach. I have been with the City since 1967 and never, until the clients of Jacobs & Associates needed an access to Crane Island (approximately 3 years ago), had I heard of this property belonging to anyone other than the City of Fernandina Beach. The soccer fields have been there for approximately 15 years.

When Jacobs & Associates and Crane Island got involved, the City Recreation Department was already in the process of reconfiguring the layout of playing fields to accommodate the constantly increasing number of participants. At this time, Clinch Kavanaugh (Jacobs & Associates partner) approached Jim Marino (Soccer President) and I with a proposal of free layout drawings and possible financial assistance for the development of the fields, if the Soccer Organization and the Parks & Recreation Department would agree to support Crane Island having an access at the North end of the property. I informed Mr. Kavanaugh that if the City Commission approved his request and the road did not interfere with the field layout I had no problem with his proposal. I believe Mr. Marino responded similarly. The Parks & Recreation Department and the Soccer Organization never requested plans or financial assistance from Jacobs & Associates and Mr. Kavanaughs clients. They volunteered this proposal and later complained that they were being treated unfairly by the City and Soccer Association for all of the work they had done.

38
In Mr. Jacobs' letter he states that I had numerous meetings with Steve Dudash and various members of the Board of Directors of Amelia Island Youth Soccer League to discuss the relocation of the road. I do not recall attending these meetings with the

above-mentioned parties. The road was initially on the Northern property, then moved to the center of the fields (not the other way around) this was the only location ever discussed, until the City Commission denied their request. The road location was then moved to the center of our fields. In my opinion this was in retaliation to the Commissions denial.

/m

January 16, 2001

Ms. Diane Langston
Department of Environmental Protection
Bureau of Design and Recreation Services
3900 Commonwealth Blvd., Mail Station #585
Tallahassee, Florida 32399-2400

Re: DEP Contract Number F1084
Ybor Alvarez Soccer Complex

Dear Diane:

Enclosed are the following commencement documents for the FRDAP project referenced above:

1. A letter from the City Attorney confirming that no liens or encumbrances exist on the property. Please note that the letter does reference a lawsuit concerning a fifteen-foot right-of-way that passes through the property. The development indicated on the attached site plan will not take place on or near that contested property.
2. Two copies of a site plan for the project. The site plan has been amended since submission of the grant application to move development away from the area under litigation.
3. Two copies of a survey/boundary map for the project area.
4. Permitting Certification.

Please let us know if the litigation referenced above and in the attorney's letter will affect the status of this grant award. If you have any questions or need further information, I can be reached at 904-277-7311, or by e-mail at wolfinger@net-magic.net.

January 16, 2001
Page 2 of 2

Thank you for your attention to this matter.

Sincerely,

Vicki Wolfinger
Grants Administrator

Enclosures

Cc: Cindy L. Dickerson, Controller
Tommy Purvis, Parks and Recreation Director



Copy

City of Fernandina Beach

WESLEY R. POOLE
CITY ATTORNEY

December 15, 2000

Ms. Vicki Wolfinger, Grants Administrator
204 Ash Street
Fernandina Beach, FL 32034

Re: Seaside Park and Ybor Alvarez Softball and Recreational Complex

Dear Ms. Wolfinger:

You are hereby advised that the City of Fernandina Beach is the lawful owner, without any lien or encumbrance, of that certain real property located in Fernandina Beach, Nassau County, Florida, locally referred to as "Seaside Park," and being more specifically described as "Lots 1, 3, and 5, Section one of Hamby's Addition to Fernandina Beach, according to plat thereof recorded in Plat Book 2, page 31 of the public records of Nassau County, Florida," and bearing parcel no. 00-00-31-1360-0001-0000. Said property was acquired by the City by deeds recorded in Official Records Book 825, pages 17 through 23.

You are further advised that the City is also the owner of that certain property located in Fernandina Beach, Nassau County, Florida, locally referred to as the "Ybor Alvarez Softball and Recreational Complex," located north of the municipal airport, and being described as "a portion of Government Lot 3, Section 6, Township 2 North, range 28 East, Nassau County, Florida." The City last re-acquired said property pursuant to that certain "Cancellation of Lease and Quitclaim Deed" dated July 9, 1947, recorded in Deed Book 149, page 101, et seq., and that certain "Release with Restrictions and Reservations" dated November 24, 1954, and recorded in Deed Book 213, page 146, of the public records of Nassau County, Florida.

You are further advised that the various owners of Crane Island claim ownership of a "fifteen foot road" across a portion of the afore-described property, which claim is the subject of pending litigation, case no. 2000-14-CA, in the Circuit court, Fourth Judicial Circuit, Nassau County, Florida. Said owners also claim entitlement to a statutory way of necessity across said lands, in the same action.

Wolfinger Letter
December 14, 2000
Page 2

The City is vigorously defending against such claims.

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Wesley R. Poole". The signature is fluid and cursive, with the first name "Wesley" and last name "Poole" clearly distinguishable.

Wesley R. Poole
City Attorney

cc: Tommy Purvis, Parks and Recreation Director

WRP/tlh
Mydoc.ltr.wrp.seaside

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

Permitting Certification

PROJECT NAME: Ybor Alvarez Soccer Complex

GRANTEE: City of Fernandina Beach FRDAP NUMBER F1084

The GRANTEE certifies that all final plans and specifications (i.e., site architectural, engineering) to be used in conjunction with the above referenced project were prepared and certified by an insured, registered architect, engineer or landscape architect (as appropriate) and meet all applicable federal, state and local codes and current engineering practices; that health, safety, durability and economy were considered and incorporated in these plans consistent with the scope and objectives of the project; that equal access pursuant to the requirements of Federal law and Chapter 553 Florida Statutes, is incorporated in the design of all facilities for individuals with disabilities; that the proposed development is compatible with its surrounding environment; **that all required local, state and federal environmental permits and approvals have been obtained;** and that provisions have been made to insure adequate supervision of construction by competent personnel.

Date

Vicki Wolfinger
Project Liaison Agent

FPS-A035 Revised 7/13/00

N:\grants\Forms\Commencement Documents\Permitting Certification.doc

Grant Application Budget

D. Project Cost Estimate (COMPLETE ONLY FOR DEVELOPMENT PROJECTS): *If land value is used as match, it should be included under primary cost. Primary costs include all recreation facilities and opportunities. Primary cost must be equal to or greater than fifty percent of the total cost. Attach a separate sheet if needed. Remember to include each element in your conceptual site plan.*

PRIMARY RECREATION AREAS AND FACILITIES: *Including, but not limited to, beach access, picnic facilities, fishing piers, ballfields, tennis courts, bicycle trails, etc. Costs of planning and site preparation should be included within the cost of each element.*

Quantity Description		Estimated Cost
NEW RENOVATIONS	1 Grading	\$ 40,000
	1 Drainage	10,000
	1 Sprinkler Design and Installation	45,000
	1 Grass Sprigging	20,000
	Total Primary	\$ 115,000

SUPPORT FACILITIES AND IMPROVEMENTS: *Parking, restrooms, landscaping, security lighting, and such other costs should be included under support costs. Costs of planning and site preparation should be included within the cost of each element. Amenities such as benches, trash cans, utilities, water fountains, or bike racks will receive no points when being scored.*

Quantity Description		Estimated Cost
NEW RENOVATIONS	1 Parking Lot and Drainage	\$ 35,000
	Total Support	\$ 35,000

TOTAL COST OF PROPOSED PROJECT \$ 150,000

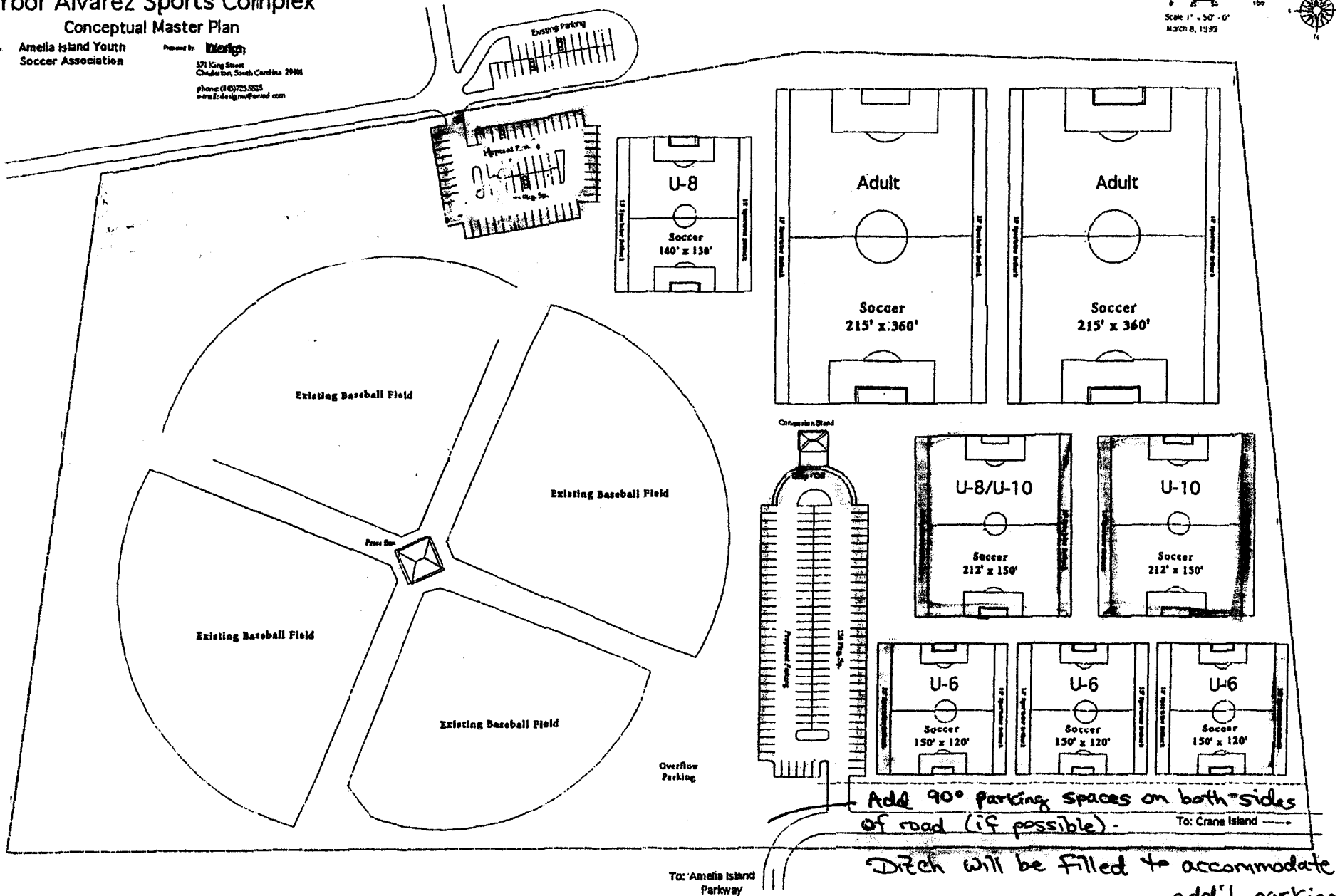
Ybor Alvarez Sports Complex Conceptual Master Plan

Prepared for
Amelia Island Youth
Soccer Association

Prepared by
W. Morgan
371 King Street
Charleston, South Carolina 29401
phone: (803) 723-8823
email: design@wfmorgan.com

Current Development 
Future Development 

Scale 1" = 30' - 0"
March 8, 1999



Signed: _____

Date: _____

Project Liaison: _____

Date: _____



City of Fernandina Beach
FINANCE DEPARTMENT

August 16, 2000

Linda Reeves
OMC Manager
Bureau of Design and Recreation Services
Division of Recreation and Parks
3900 Commonwealth Blvd., Mail Station #585
Tallahassee, Florida 32399-3000

RE: Soccer Complex – Phase I
FRDAP Project No. F01084

Dear Ms. Reeves:

Please find enclosed two original, fully executed copies of the Project Grant Agreement for the above-referenced project.

Thank you for your assistance with the implementation of this grant award. If you have any questions, or require further information, please contact me at 904-277-7311, or by e-mail at wolfinger@net-magic.net.

Sincerely,

Vicki Wolfinger
Grants Administrator

cc: Cindy L. Dickerson, Controller
Tommy Purvis, Parks and Recreation Director ✓



City of Fernandina Beach

FINANCE DEPARTMENT

F. 12
Soccer

Memo

To: Jim Marino, Clif Maxwell, and John Sheppard
Amelia Island Youth Soccer

From: Vicki Wolfinger, Grants Administrator *W*

CC: Cindy L. Dickerson, Controller
Tommy F. Davis, Director of Parks and Recreation

Date: 07/21/00

Re: FRDAP Grant for Soccer Complex

I spoke today with Lucinda Coverston, our Community Assistance Consultant at DEP's Bureau of Design and Recreation Services. Lucinda and I discussed two issues that were raised during our July 19th meeting with regard to the \$112,500 FRDAP grant.

Issue One: Eligibility of the work that has been performed to date as part of the City's match. Lucinda told me that expenses already incurred by the City with regard to the soccer field may be used as matching funds, *as long as those expenditures were noted in our acceptance letter.* Our acceptance letter, dated July 12, 2000, references \$29,669.33 in payments for irrigation, grading, and supplies. This amount therefore accounts for 79% of the City's \$37,500 match. A copy of the City's acceptance letter is attached.

Issue Two: Procedure for amending the grant application, if necessary. If towards the end of the project it appears that there will be grant money left over, the City may use the extra funding for additional facilities. For instance, if \$20,000 of grant money remained after the work described in our original application was complete (grading, irrigation, sprigging, and parking), we could request that funds be used to add picnic shelters, or something of that nature. If during the course of the project we find that funds need to be diverted to cover some unforeseen expense not specifically addressed in the application, I would need to talk with Lucinda about that.

Dedication Ceremony. With regard to the dedication ceremony, Lucinda said that the notification of the grant awards to state legislators will not be mailed until early next week (the week of the 24th). She suggested that I wait until mid-week to contact Representative George Crady's office about the possibility of appearing at a dedication and presenting a ceremonial check. At your earliest convenience, please send me a list of preferred dates and times for such a ceremony (at least two choices), and I will try to schedule the event with Rep. Crady's office.

On Tuesday, July 25th, I will be traveling to Kissimmee to attend the FRDAP grant implementation workshop. I expect the workshop will shed even more light on the grant implementation process. In the meantime, if you have any questions or would like further information, please contact me at 277-7311, or by e-mail at wolfinger@net-magic.net.

Print

Planning Advisory Board (PAB) - Submission #10735

Date Submitted: 2/1/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

☐

Zoning Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)

☐

Land Use Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)

☒

LDC Text Amendment (\$1,500)

☐

Comp Plan Amendment (\$5,000)

☐

Subdivision Plat " Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)

☐

Subdivision Plat " Final (\$1,500)

☐

Vacation of R.O.W. (\$3,500)

☐

Small Cell Outside R.O.W. (per application) (\$500)

☐

Voluntary Annexation (\$2,000)

☐

Development of Regional Impact: Amend Development Order (\$1,500)

☐

New Telecommunications Structure (\$2,000)

☐

Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment “ see LDC Section 11.01.08.



Preliminary Subdivision Plat “ see LDC Section 11.01.05.



Final Subdivision Plat “ LDC Section 11.01.05.



Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements



A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;



Proof of Ownership (copy of deed or tax statement);



A current survey of the property (no older than two years);



If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;



A detailed letter of intent stating the following:



o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.



o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

1/25/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search](#)

Site Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

0

Lot*

0

Block*

0

Subdivision*

0

Zoning District*

C-1

Future Land Use Designation*

Mixed Use

REVIEW TYPE*

☐ Zoning Map Amendment ≤ 10 acres

☐ Zoning Map Amendment > 10 acres

☒ LDC Text Amendment

☐ Comp Plan Amendment

☐ Subdivision Plat “ Preliminary ≤ 20 units

☐ Subdivision Plat “ Preliminary > 20 units

☐ Subdivision Plat “ Final

☐ Vacation of R.O.W.

☐ Voluntary Annexation

☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Nathan

Last Name

Coyle

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO ADD RECREATION AS A PERMISSIBLE PRINCIPAL USE WITHIN INDUSTRIAL AIRPORT (I-A) AND INDUSTRIAL (I-1) ZONING DISTRICTS IN SECTION 2.03.02 TABLE OF LAND USES

Summary of Request (more detailed information to be provided in required letter of intent)*

REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO ADD RECREATION AS A PERMISSIBLE PRINCIPAL USE WITHIN INDUSTRIAL AIRPORT (I-A) AND INDUSTRIAL (I-1) ZONING DISTRICTS IN SECTION 2.03.02 TABLE OF LAND USES

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Nathan

Applicant Last Name*

Coyle

Today's Date*

1/25/2023

Upload Supporting Documentation*

Display Ad for 012523.docx



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Upload 3

Choose File

No file selected

Upload 4

Choose File

No file selected

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



STAFF REPORT
PAB (LU/CZ) 2023-0033
Planning Advisory Board Hearing
February 08, 2023

**APPLICATION FOR SMALL- SCALE AMENDMENT TO THE FUTURE LAND USE MAP &
ZONING CHANGE REQUEST & LAND DEVELOPMENT CODE TEXT AMENDMENT**

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach				
AGENT:	Dale Martin, City Manager				
REQUESTED ACTION:	Small Scale Future Land Use Map Change and Zoning Map Change and Land Development Code Text Amendment				
LOCATION:	Bailey Road and Crane Island Drive				
CURRENT LAND USE + ZONING:	Recreation (REC) and Recreation (REC)				
PROPOSED LAND USE + ZONING:	Industrial and Industrial Airport (I-A)				
EXISTING USES ON SITE:	Ybor Alvarez Athletic Complex				
PROPERTY SIZE:	Totaling approximately 26 acres Parcel ID #: 06-2N-28-0000-0001-0000				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Office Building & Vacant Land	1976	I-1 & NC Commercial Intensive	Industrial & NC Commercial
	South	Airport	Varies	I-A	Industrial
	East	Airport	Varies	I-1	Industrial
	West	Airport/Vacant Land	Varies	I-A	Industrial

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant has requested a small-scale Future Land Use Map amendment and zoning change for an approximately 26-acre parcel situated at the intersection of Bailey Road and Crane Island Drive. The existing future land use map designation is Recreation (REC) and corresponding zoning district of REC. The requested change is to a future land use map designation of Industrial and zoning district of Industrial Airport (I-A).

The subject property, which currently houses the Ybor Alvarez Athletic Complex, is located on airport property that is subject to federal obligations under the Surplus Property Act of 1944 and grant assurances from the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT). The requested changes aim to ensure compliance with these obligations and align the use of the property with the airport's federal obligations and grant assurances.

Staff has conducted a search for an official ordinance that pertains to the recreational land use and zoning for the subject parcel, however, no such ordinance was discovered. The parcel in question was renamed from "Airport Softball Complex" to "Ybor Alvarez Softball Complex" via Resolution 767 in 1985 and has been utilized for recreational purposes since approximately that time. The existing recreational land use and zoning designation does not allow for aviation uses. The FAA recognizes the athletic complex or any other non-aeronautical use of the property as a "community use benefit," which requires that non-aeronautical uses generate revenue for the benefit of the airport. However, the FAA compliance manual stipulates that such uses



**STAFF REPORT
PAB (LU/CZ) 2023-0033
Planning Advisory Board Hearing
February 08, 2023**

should not obstruct the aeronautical reuse of the property. Additionally, FAA contractual assurances prohibit encumbering airport property without FAA approval.

As part of the application, the applicant has also requested a Land Development Code text amendment for the addition of "recreation" as a permitted use within the I-A zoning to preserve the potential recreational use of the airport property, while allowing for aeronautical operations. The proposed change to Industrial-Airport land use and zoning designations will enable the use of the property to be consistent with the airport's federal obligations and grant assurances and facilitate the provision of allowable uses that align with these obligations.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

Policy 4.01.01. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area		Level of Service Standard
Wastewater Treatment System		300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities		Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities		Policy 4.01.02 <i>All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.</i>
Potable Facilities	Water	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services		240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services		Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

The City has seven public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, Solid Waste, Fire-Rescue Services and Police and Law Enforcement Services. A determination of the impact of the proposed land use and zoning change must assess the net increase in development potential. The applicant has not provided a site plan indicating the proposed use as part of their application materials. Although a site plan is not required for Future Land Use Map change or zoning assignment request, evaluation of future impacts and assessment of net loss or increase will be completed at the time of a formal site plan review through the City's Technical Review Committee. All public facilities and services are currently available to the development and



**STAFF REPORT
PAB (LU/CZ) 2023-0033
Planning Advisory Board Hearing
February 08, 2023**

each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 4.01.01 and 4.01.02.

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as:

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.

The subject parcel is bordered by City of Fernandina Beach-owned properties to the west, east, and south, which are managed by the Airport Director. The northern edge is adjacent to commercially zoned lands under Nassau County's jurisdiction, as well as a privately-owned industrial property. Currently, there is no leapfrog development and public facilities are accessible to the area.

1.02.04. Decisions on amendments to the FLUM shall be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:

- a. Type and density or intensity of surrounding uses;
- b. Zoning districts in the surrounding area;
- c. Demonstration of adequate water supply and water supply facilities;
- d. Appropriateness of the size of the parcel compared to the proposed use;
- e. Physical condition of the site, and the suitability of soils and topography for the proposed use;
- f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, flood zones, or historic resources;
- g. Compatibility factors;
- h. Impact on adopted levels of service standards and quality of service standards; and
- i. Location in a Coastal Upland Protection Zone (CUPZ).

The subject site is currently developed and being utilized for active recreation in the form of ball fields. The surrounding land uses range from industrial to industrial airport. The site is not located within the Coastal Upland Protection Zone, and the levels of service have been previously discussed in the above context.

Objective 12.05. Land Use and Infrastructure Expansion

The City shall protect existing land designated for employment-generating uses, whether vacant or developed from encroachment of incompatible uses and promote sustainable development and redevelopment of properties within its designated Job Opportunity Areas.

Policy 12.05.01.

The City's designated Job Opportunity Areas shall include the Central Business District, the 8th Street and 14th Street commercial areas, the Community Redevelopment Area (CRA), the Sadler Road/ South Fletcher Avenue activity center, the Main Beach Activity Center at Atlantic Avenue, and the Municipal Airport. Within these areas the City, working in partnership with the NECDB, will establish a list of target industries and businesses for economic development opportunities.



**STAFF REPORT
PAB (LU/CZ) 2023-0033
Planning Advisory Board Hearing
February 08, 2023**

Policy 1.07.12. Industrial (IN)

- a. The industrial land use category is intended to recognize existing industrial development appropriate open air recreation activities and the animal shelter, and to ensure the availability of land for industrial and airport purposes.
- b. The intensity of industrial development shall not exceed a FAR of. 0.75.
- c. Industrial sites should have transportation access by air, rail, or highway.
- d. Industrial uses include: airport dependent uses, manufacturing, assembling and distribution activities; warehousing and storage activities; green technologies, general commercial activities; integral airport related support services such as rental car facilities, parking facilities; and other similar land uses.
- e. Residential uses shall not be permitted within the industrial land use category. This provision shall not prohibit residences for night watchmen or custodians whose presence on industrial sites is necessary for security purposes. Such a use may be permitted as an accessory use and shall be clearly subordinate to the primary use of the structure.
- f. Industrial sites shall be buffered from residential neighborhoods.
- g. Heavy metal fabrication, batch plants, salvage yards, chemical or petroleum manufacturing or refining, rubber or plastics manufacturing, or other uses generating potentially harmful environmental or nuisance impacts shall be prohibited.
- h. New industrial locations shall ensure protection of environmentally sensitive lands and protected natural resources. Where new industrial locations are adjacent to environmentally sensitive lands and protected natural resources, appropriate buffers and other techniques shall be used to ensure protection of such lands and resources from industrial development.
- i. All facilities adjoining or on an airport shall protect aerial approaches and not restrict or prevent aircraft operations.

Objective 6.02.

Availability of parks, recreation facilities, and open space:

The City shall ensure the availability of parks and recreation facilities and open space.

Objective 6.03.

Parks and recreation facility management:

The City shall improve and maintain the existing park and recreation facilities inventory.

The current recreational land use and zoning classification disallows aviation related uses. The proposed change to Industrial, I-A designation accommodates a wide range of uses that are consistent with the neighboring land use and zoning designations. This change also aligns the utilization of the property with the approved Airport Masterplan, as well as the federal obligations and grant assurances of the airport.

Policy 1.09.01. The City shall regulate permitted uses and applicable restrictions within the airport property and adjacent lands area through zoning, land use, and the FAA Approved Airport Master Plan.

Policy 1.09.02. The City shall foster use of Fernandina Beach Municipal Airport lands in a manner that contributes to the development of the City's economic base through pursuit of light, clean industry and activities consistent with and supportive of the airport.

The existing recreational land use and zoning classification would obstruct activities that are in line with Policy 1.09.01. and 1.09.02 The proposed change to Airport Industrial land use and zoning would contribute to the expansion of the City's economic foundation and would facilitate the execution of permissible uses that are aligned with these obligations.



**STAFF REPORT
PAB (LU/CZ) 2023-0033
Planning Advisory Board Hearing
February 08, 2023**

Policy 1.09.04.

The City shall achieve airport and industrial development, which is compatible with the City Airport Master Plan and mutual environmental constraints through:

- a. Appropriate land use designations for land on and adjacent to the airport property which protects the operationally sensitive areas and reduces noise impact near the airport;**
- b. Preserving the environmentally sensitive areas on the property; and**
- c. Encouraging aviation activity compatible with community needs and characteristics.**

The proposed change is consistent with Policy 1.09.04., specifically a. and c.

Objective 2.12 Airport Planning

Fernandina Beach shall ensure proper and orderly development of Fernandina Beach Municipal Airport, consistent with the Airport Master Plan, and without compromising safety or normal and appropriate aviation activity minimize the negative impacts from such airport activities upon adjacent residents, lands, natural systems, and public facilities.

The proposed changes are consistent with Objective 2.12. The requested land use and zoning will allow for aviation uses consistent with the Airport Master Plan.

Policy 1.09.05.

The City shall promote financial independence of the Fernandina Beach Municipal Airport through:

- a. Preparing periodic updates to the airport development plan;**
- b. Development of a long-range capital improvements program consistent with financial capacity; and**
- c. Development of an operations and maintenance program compatible with financial resources.**

The proposed changes are consistent with Policy 1.09.05.

Objective 4.08 Airport

It is the goal of the Fernandina Beach Municipal Airport to provide a safe, attractive and well-maintained airport facility; to support the economic development of our community; to be responsive to the business and recreational needs of our residents, neighbors, visitors and users; to operate in an efficient, self-sustaining and prudent manner; and to be in compliance with all applicable federal, state and local regulations.

Policy 7.02.04.

The city shall recognize Fernandina Beach Municipal Airport's Master Plan as required per section 163.3177(4)(h), Florida Statutes, and as prepared pursuant to section 163.3177(4)(k), Florida Statutes.

The adopted Municipal Airport Masterplan acknowledges the future development of the airport that is consistent with the requested uses under the I-A zoning and Industrial land use in alignment with Policy 7.02.04 and as referenced in Exhibit C.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

2.01.21 Recreation (REC)

The REC District is intended to provide a location for land devoted to public or private parks and recreation facilities. The types of parks and facilities include passive parks and open spaces, activity-based parks and recreation areas, and publicly owned recreation facilities.

2.01.15 Industrial Airport (I-A)

The Industrial Airport District is intended for the development of airport regulated property. The Industrial Airport District recognizes the need for consistency with permissible uses on airport property as regulated by the Federal Aviation Administration (FAA) and for consistency with height limitations to prevent interference with the safe and efficient operations of the airport. The district disallows use which would



**STAFF REPORT
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impact aircraft operational capabilities, electronic or procedural requirements and/or create an airport hazard as determined by the FAA. Uses within the district are subject to height limitations as imposed by the FAA.

2.02.05 Airport Area Overlay

The Airport Area Overlay is intended to provide for appropriate land use on and adjacent to the Fernandina Beach Municipal Airport lands through protection of the operational areas, reduction of noise impacts, and preservation of ecologically unique areas. The Airport Area Overlay encourages light, clean industry that is consistent with and supportive of airport operations.

The subject property holds the potential to meet the objectives of the I-A zoning district. The existing land use and zoning category does not allow for development that aligns with the surrounding area. As previously noted, the adopted Municipal Airport Masterplan acknowledges the airport's future development consistent with the requested uses under the I-A zoning and Industrial land use, as outlined in Exhibit C. Furthermore, the City's Airport Advisory Committee thoroughly evaluated this matter at the December 8th Airport Advisory Committee Regular meeting and recommended approval of these changes to be presented to the PAB and City Commission.

CONCLUSION:

Staff finds the requested action to be consistent with the Comprehensive Plan and Land Development Code. The assignment of the Industrial Future Land Use Map (FLUM) category and I-A (Industrial Airport) zoning district to the subject property is deemed appropriate and would permit aviation uses that are in line with the FAA's guidelines and fulfill the airport's federal obligations and grant assurances.

In addition, staff recommends modifying the Land Development Code section 2.03.02 Table of Land Uses to include recreation as a permissible principal use within the Industrial Airport (I-A) zoning district.

MOTIONS TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2023-33 to the City Commission requesting a Future Land Use Map assignment of Industrial land use and I-A zoning from Recreation use and REC zoning, as described and that PAB case 2023-33 as presented, **(is or is not)** sufficiently compliant with applicable Florida Statutes, Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully submitted,

Daphne Forehand
Planner I



STAFF REPORT
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February 08, 2023

EXHIBIT A





STAFF REPORT
PAB (LU/CZ) 2023-0033
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February 08, 2023

EXHIBIT B

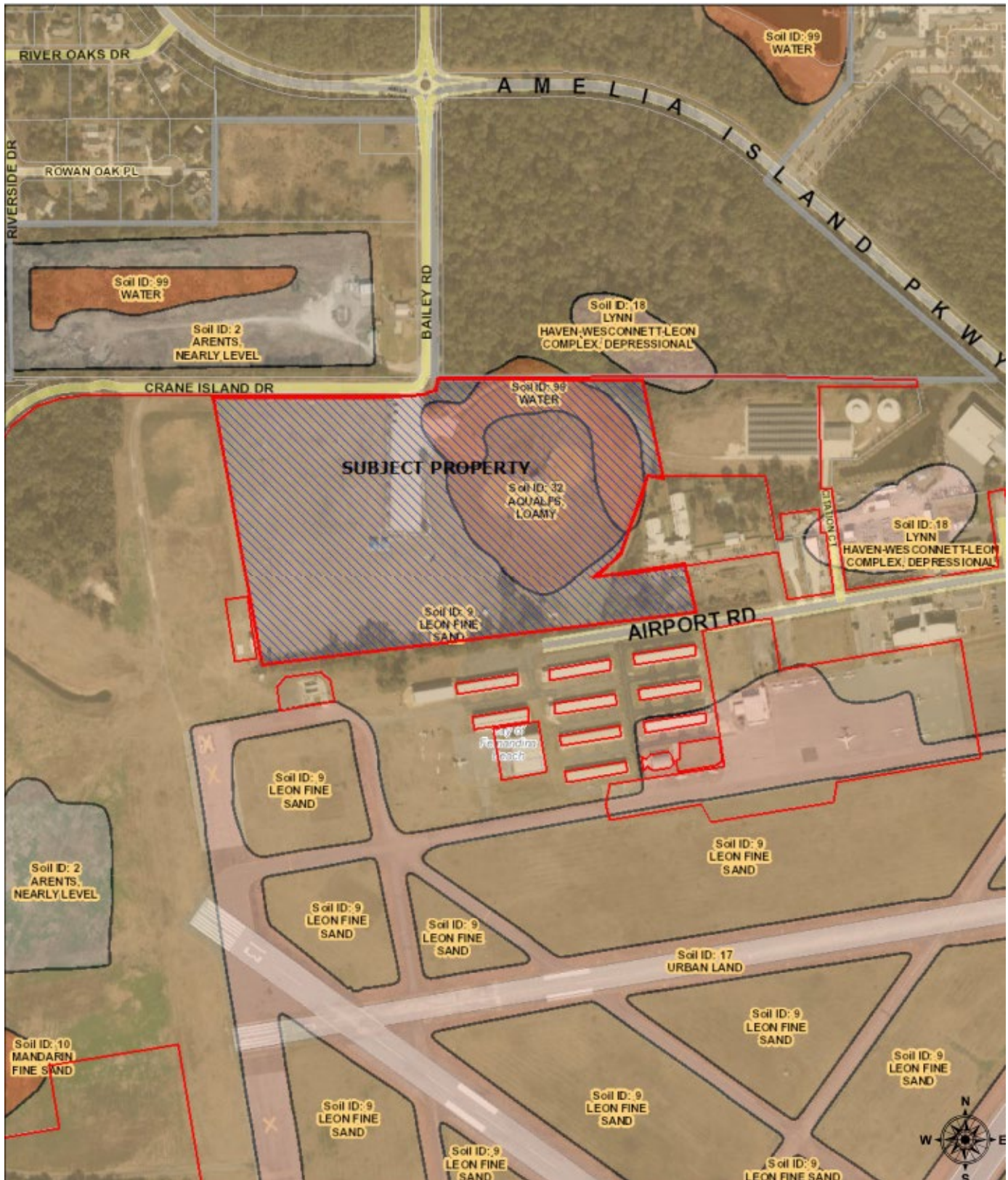
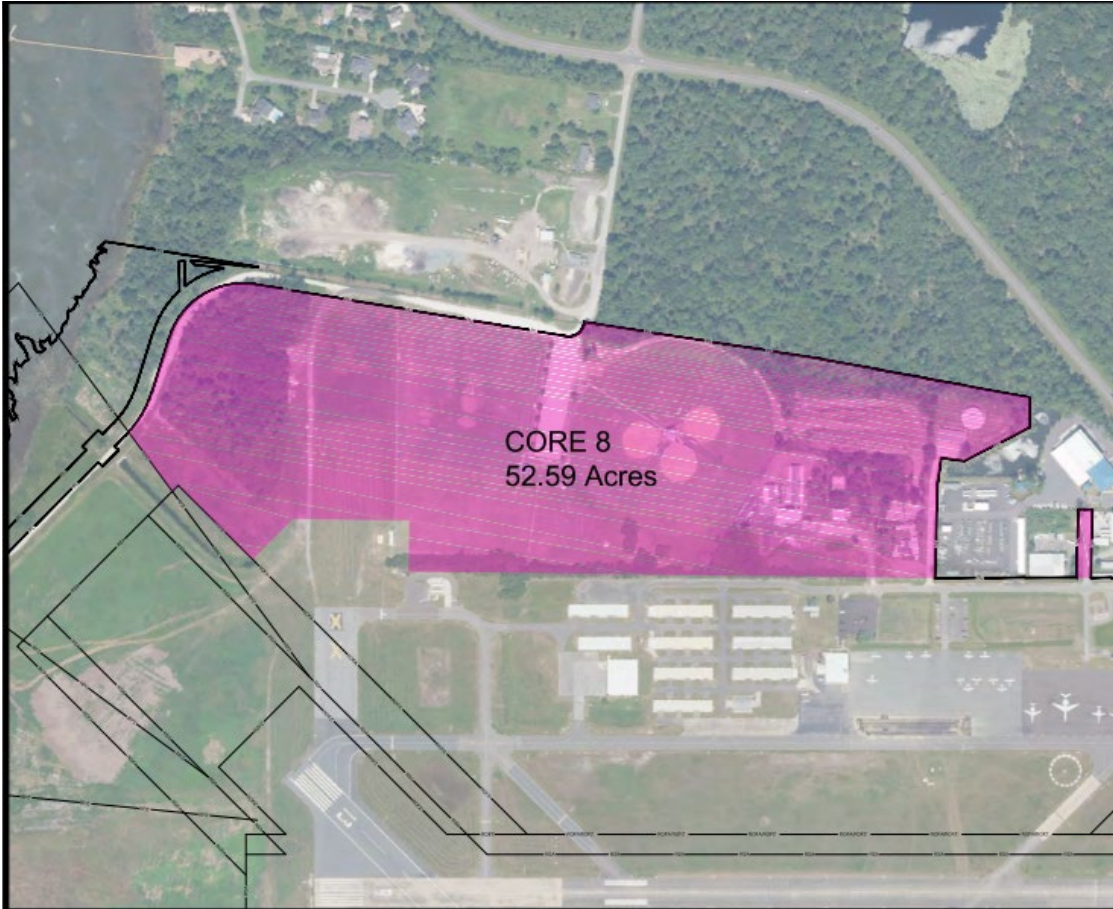


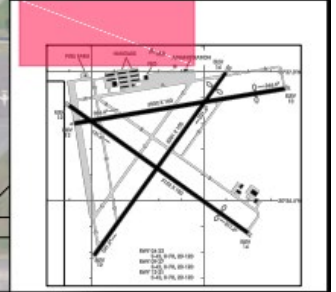


EXHIBIT C: FERNANDINA BEACH MUNICIPAL AIRPORT MASTER PLAN: AIRPORT DEVELOPMENT PLAN



Potential Uses	Potential Limitations
Amenity oriented	Relocation of rec. fields
commerce park	
- light industrial	
- office/research	
- Aviation bus.	
Improvements Needed	Likelihood for Development
Ingress/egress	Med-High

General Notes



Fernandina Beach Municipal Airport
 Fernandina Beach, Florida

CORE 8
 NORTH WEST NON-AVIATION

Figure
 7-12

Print

Planning Advisory Board (PAB) - Submission #10418

Date Submitted: 12/22/2022

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

☐

Zoning Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)

☐

Land Use Map Amendment (≤ 10 acres \$2,500 / > 10acres \$5,000)

☐

LDC Text Amendment (\$1,500)

☐

Comp Plan Amendment (\$5,000)

☐

Subdivision Plat " Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)

☐

Subdivision Plat " Final (\$1,500)

☒

Vacation of R.O.W. (\$3,500)

☐

Small Cell Outside R.O.W. (per application) (\$500)

☐

Voluntary Annexation (\$2,000)

☐

Development of Regional Impact: Amend Development Order (\$1,500)

☐

New Telecommunications Structure (\$2,000)

☐

Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you’ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment “ see LDC Section 11.01.08.



Preliminary Subdivision Plat “ see LDC Section 11.01.05.



Final Subdivision Plat “ LDC Section 11.01.05.



Zoning Map Changes “ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements



A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board’s public hearing;



Proof of Ownership (copy of deed or tax statement);



A current survey of the property (no older than two years);



If applying as an agent, Owner’s Authorization for Agent Representation form needs to be signed/ notarized and included in application;



A detailed letter of intent stating the following:



o The consistency of the proposed amendment(s) or action(s) with the City’s Comprehensive Plan.



o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

12/22/2022

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser’s Website’s Map Search](#)

Site Address*

Cessna Lane, North of Airport Road

City*

Fernandina Beach

State*

Florida

Zip*

32034

Parcel ID #(s)*

06-2N-28-0000-0001-0000

Lot*

N/A

Block*

N/A

Subdivision*

N/A

Zoning District*

IA

Future Land Use Designation*

Industrial

REVIEW TYPE*

☐ Zoning Map Amendment ≤ 10 acres

☐ Zoning Map Amendment > 10 acres

☐ LDC Text Amendment

☐ Comp Plan Amendment

☐ Subdivision Plat “ Preliminary ≤ 20 units

☐ Subdivision Plat “ Preliminary > 20 units

☐ Subdivision Plat “ Final

☒ Vacation of R.O.W.

☐ Voluntary Annexation

☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

City of Fernandina Beach - Airport

Mailing Address*

700 Airport Road

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

904-310-3436

Email Address*

ncoyle@fbfl.org

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner’s Authorization For Agent Representation form must be included

First Name

Nathan

Last Name

Coyle

Mailing Address

700 Airport Road

City

Fernandina Beach

State

Florida

Zip

32034

Telephone Number

904-310-3436

E-mail Address

ncoyle@fbfl.org

PROJECT INFORMATION

Previous Planning/Zoning Approvals

None.

Summary of Request (more detailed information to be provided in required letter of intent)*

The purpose of this application is to request vacation of right-of-way for Cessna Lane, North of Airport Road, at the Fernandina Beach Municipal Airport. A letter containing background material and associated exhibits can be found attached to this application.

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Nathan

Applicant Last Name*

Coyle

Today's Date*

12/22/2022

Upload Supporting Documentation*

Cessna Drive Property - Vacation of Right of Way Request.pdf



Upload 2

Choose File

No file selected

Upload 3

Choose File

No file selected

Upload 4

Choose File

No file selected

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



City of Fernandina Beach
Office of the Airport Director

Mr. Nathan Coyle
ncoyle@fbfl.org

December 22, 2022

City of Fernandina Beach Planning Advisory Board
204 Ash Street
Fernandina Beach, FL 32034

Re: Vacation of Right-of-Way Request; Cessna Lane North of Airport Road

Sir/Ma'am,

The City of Fernandina Beach, Airport Department, requests Vacation of Right-Of-Way for Cessna Lane, North of Airport Road, at the Fernandina Beach Municipal Airport. A survey of the subject property can be found at Attachment 1 to this letter. Supporting details for this vacation request are detailed below:

1. On July 9, 1947, the subject parcel was obligated under the Surplus Property Act as property to be utilized as a public-use airport following the cancellation of a ground lease with the Federal Government/US Navy in support of military aviation activity. The terms and conditions (known as obligations), as amended over time, remain in place today and govern the use of **all** airport property at the Fernandina Beach Municipal Airport.
2. The right-of-way proposed for vacation currently serves as a dead-end roadway between two separate privately-owned parcels with the same ownership. In reference to the depiction at Attachment 2, this roadway, at one time, connected Airport Road to the Amelia Island Parkway as illustrated by the yellow line on the map. In 2012, a release of obligations from the Federal Aviation Administration (FAA) was issued for Parcel 1 (indicated in Blue) and that parcel was sold to the Florida Public Utilities Company. At that time the roadway connection from Airport Road to Amelia Island Parkway was eliminated leaving the remaining dead-end roadway. In 2013, a subsequent release of obligations from the FAA was received and Parcel 2B was sold at Fair Market Value to the same owners of Parcel 2A. The airport now maintains ownership of this remaining roadway serving the same property owner on each side. The Florida Public Utilities



City of Fernandina Beach
Office of the Airport Director

Mr. Nathan Coyle
ncogle@fbfl.org

Property obtains access to its parcel to the North from the Amelia Island Parkway. The owners of 1st Coast Storage have approached the City of Fernandina Beach with interest to acquire this remaining roadway/parcel.

Due to the dimensions of the remaining roadway, the airport cannot feasibly utilize this parcel for future aviation activity nor lease this parcel for revenue generation to support airport operations consistent with its federal obligations. This request for vacation of right-of-way would therefore allow for the disposition and sale of this remaining parcel, at fair market value, to the adjacent landowners.

3. A vacation of right-of-way is required to allow for disposition/sale of this property. Furthermore, a release of federal obligations by the Federal Aviation Administration (FAA) is required to allow for disposition/sale of this property. Federal regulations stipulate that obligated airport property can only be released with approval of the FAA, if it cannot allow for future aviation use or revenue generation, and is contingent upon receipt of fair market value for sale of the property. Airport staff has submitted a release of obligations request to the FAA and an authorization of release and sale can be found at Attachment 3 to this letter. This release authorization and proposed purchase and sale agreement will be reviewed by the City Commission at a future date. The City of Fernandina Beach Airport Advisory Commission reviewed this matter during its August 13, 2020 meeting and unanimously recommended submittal to the FAA for release and disposition/sale of this parcel.
4. Pending vacation, release, and sale of this parcel the future use of this roadway/parcel must comply with all City of Fernandina Beach Zoning and land use regulations as established by the City of Fernandina Beach. Use must comply with all requirements of 14 CFR Part 77. Use must also not create a hazard to the landing, taking off, or maneuvering of aircraft at the Fernandina Beach Municipal Airport, or interfere with the use, operation or maintenance of the airport.
5. Florida Public Utilities owns and maintains existing utility structures within the right-of-way along this portion of Cessna Lane. The proposers for purchase of this parcel have

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City of Fernandina Beach
Office of the Airport Director

Mr. Nathan Coyle
ncogle@fbfl.org

coordinated with FPU to prepare an easement to allow for continued use and access by FPU for infrastructure that serves the general public within the current right-of-way. Contingent upon City Commission approval for vacation, release, and sale of this parcel, the associated purchase and sale documents will require execution of an easement with FPU prior to finalization of purchase and sale documents. There are no other public/City utilities in existence along this portion of Cessna Lane.

Please let me know if there is anything else I can provide to assist with your review of this request.

Respectfully,

Nathan Coyle
Airport Director

Cc:

Dale Martin, City Manager
Tammi Bach, City Attorney

Attachments:

1. Subject Parcel Survey
2. Parcel Overview Map
3. FAA Release of Obligations Letter

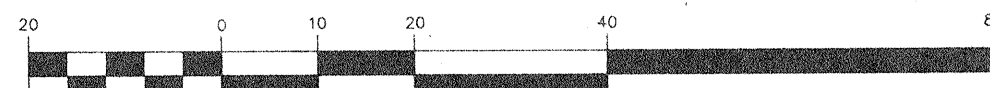
MAP OF BOUNDARY SURVEY

A PARCEL OF LAND SITUATE IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 89°43'29" WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 814.39 FEET; THENCE SOUTH 09°12'45" EAST A DISTANCE OF 394.48 FEET TO INTERSECT THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1841, PAGE 1054, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 80°47'56" EAST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 169.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81°08'35" EAST A DISTANCE OF 50.75 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 643, PAGE 838, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 09°04'55" EAST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 239.49 FEET TO THE SOUTHWESTERLY CORNER OF LAST SAID LANDS AND THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE SOUTH 80°41'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT ROAD, A DISTANCE OF 49.97 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1841, PAGE 1054; THENCE NORTH 09°16'04" WEST, ALONG THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 239.89 FEET TO THE POINT OF BEGINNING.

P.I.N.=06-2N-28-0000-0001-0030
MANZIE & DRAKE FILE NO. C-494
(O.R.B. 1772, PAGE 280)

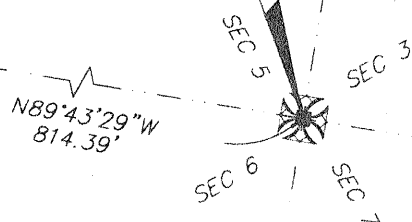
GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

POINT OF REFERENCE

NORTHEAST CORNER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST



30' RIGHT-OF-WAY DEDICATION
O.R.B. 497, PAGE 1382

P.I.N.=06-2N-28-0000-0001-0030
MANZIE & DRAKE FILE NO. C-494
(O.R.B. 1772, PAGE 280)

FOUND 4"x4" CONCRETE MONUMENT "FL 3718"

FOUND 4"x4" CONCRETE MONUMENT "FL 3718"

N80°47'56"E (BR) 181.50'

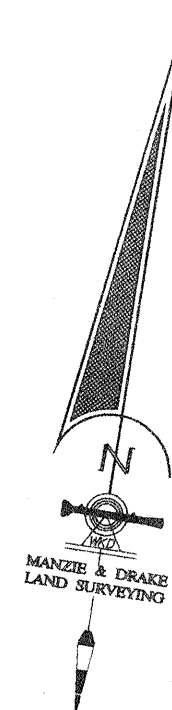
169.34'

POINT OF BEGINNING

FOUND 1/2" IRON PIPE & CAP "FL 3718" (BENT)

N81°08'35"E 50.75'

FOUND 1 1/4" IRON PIPE



P.I.N.=06-2N-28-0000-0001-0030
MANZIE & DRAKE FILE NO. C-494

240.23'

N09°15'25"W

P.I.N.=06-2N-28-0000-0001-004L
O.R.B. 1841, PAGE 1054

P.I.N.=06-2N-28-0000-0001-0020
O.R.B. 643, PAGE 838

CESSNA DRIVE

ASPHALT ROAD

ASPHALT ROAD

ASPHALT ROAD

AIRPORT ROAD

SURVEY NOTES:

- The "Legal Description" hereon was written by the surveyor.
- Underground improvements were not located or shown.
- Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- Bearings shown hereon are based on S80°47'56"W for the northerly line of the lands described in O.R.B. 1841, Page 1054. The bearing reference line is indicated as thus (BR).
- Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

LEGEND

- TV = CABLE TELEVISION PEDESTAL
- - - = CHAIN LINK FENCE
- - - - - = OVERHEAD UTILITY WIRES
- ☆ = LIGHT POLE
- BR = BEARING REFERENCE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.I.N. = PARCEL IDENTIFICATION NUMBER
- TM = TELEPHONE PEDESTAL
- WM = WATER METER
- WPP = WOOD POWER POLE
- STOP = STOP SIGN

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING

117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

SCALE: 1"=20' JOB NO: 14050-STUBBS DATE: 7/30/15 CADD: WKD
F.B. NO: X-282 PAGE NO: 17 FIELD CREW: GS FILE NO: B-962



Parcel 1

Parcel 2A

Parcel 2B

City of
Fernandina
Beach

CESSNA LN

AMELIA ISLAND PKWY

AIRPORT RD

RUNWAY 4
DEPARTURE RPZ
500' X 1,700' X 1,010'

Subject Parcel

REMEDICATION TO USEABLE LAND

RUNWAY 22 END

LAT: 30° 36' 59.93" N
LONG: 81° 27' 24.19" W
ELEV: 14.2' AMSL

FUTURE RUNWAY 22
DISPLACED THRESHOLD

LAT: 30° 36' 59.49" N
LONG: 81° 27' 24.56" W
ELEV: 14.2' AMSL

AIRPORT BEACON

FUTURE
AVIATION
DEVELOPMENT
AREA

FBO

APRON
AREA

WINDSOCK



EN



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Ste 524
Orlando, FL 32819
Phone: (407) 487-7720
Fax: (407) 487-7135

August 22, 2022

Nathan Coyle, CM, ACE
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach, FL 32034

Release of Federal Surplus Property Obligations
Fernandina Beach Municipal Airport
0.28 acres located at Cessna Drive, North of Airport Road
Fernandina Beach, Florida

Dear Mr. Coyle:

This is in response to your letter dated April 19, 2021, requesting that 0.28 acres of federally obligated land be released from conditions of the Surplus Property Quitclaim Deed dated July 9, 1947. This property was transferred to the City of Fernandina Beach under the authority of the Surplus Property Act of 1947.

A release permitting the sale and disposal of real property transferred to the airport owner under the Surplus Property Act or 49 U.S.C. §47151 is only granted when it is clearly shown such property is no longer needed to directly support an airport purpose or activity and sale of such property will benefit civil aviation by producing an equal or greater benefit to the airport than continued retention of the land. Conversion of a real property asset into another form of asset, such as cash or physical improvements, can better serve the airport. This objective is not met unless an amount equal to the net sale proceeds based on the current fair market value (FMV) of the property is realized as a consequence of the release and such amount is committed to airport purposes. The property will be released of its federal obligations for commercial purposes.

Under 49 U.S.C. §47153(c), FAA is required to provide at least a 30-day notice to the public regarding the requested release. The required notice was published in the Federal Register on June 17, 2022.

We have concluded that this property, as legally described in the enclosed Deed of Release, meets the conditions mentioned previously for release. We have also concluded that the release and use of such land for commercial purposes will not interfere with the operation, maintenance or future development of the airport.

By accepting this release, the Airport Owner agrees to:

- Deposit, immediately after the sale, \$40,000, based on its current FMV, into an identifiable interest bearing account currently paying the highest interest rate. The proceeds should remain in this account until utilized in accordance with FAA Order 5190.6B.
- Maintain accurate records of the above listed expenditures in accordance with accepted business practices, and for three (3) years after the approved project is completed, keep the records open for inspection by the FAA at any time.
- Update the Airport Layout Plan and Exhibit "A" Property Map within 90 days of acceptance of the release.
- Preserve unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Fernandina Municipal Airport.
- Expressly agree for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.
- Expressly agree for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Fernandina Municipal Airport or interfere with air navigation and or communication facilities serving Fernandina Municipal Airport, or otherwise constitute an airport hazard, including wildlife hazards.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and its enclosed duplicate and returning one copy to our office.

In addition, please have the original and two copies of the Deed of Release (enclosed) executed on behalf of the Airport Owner and return one copy to us.

Sincerely,

Bart Vernace, P.E.
Manager

3 Enclosures

Accepted for Airport Owner

By: _____

Title: _____

Date: _____

DEED OF RELEASE

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of 49 U.S.C. §47153, to City of Fernandina Beach, a body politic, created, operating, and doing business under the laws of the State of Florida, WITNESSETH:

WHEREAS, the United States of America, acting by and through the Federal Aviation Administration under and pursuant to authority contained in the provisions of 49 U.S.C. §47153, and applicable rules, regulations, and orders by an instrument of transfer entitled "Quitclaim Deed" dated July 9, 1947 did remise, release and forever quitclaim to City of Fernandina Beach, it successors and assigns, all rights, title and interest in and to that certain property located and situated in Fernandina Beach, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Nassau County, Florida, Deed Book No. 218, Page 146 reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in 49 U.S.C. §47153; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in 49 U.S.C. §47153 is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to convey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the City of Fernandina Beach dated July 9, 1947 which real property is described as follows:

A PARCEL OF LAND SITUATED IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 89°43'29" WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 814.39 FEET; THENCE SOUTH 09°12'45" EAST A DISTANCE OF 394.48 FEET TO INTERSECT THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1841, PAGE 1054, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 80°47'56" EAST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 169.34 FEET TO THE POINT OF THE BEGINNING; THENCE NORTH 81°08'35" EAST A DISTANCE OF 50.75 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 643, PAGE 838, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 09°04'55" EAST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 239.49 FEET TO THE SOUTHWESTERLY CORNER OF LAST SAID LANDS AND THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE SOUTH 80°41'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT ROAD, A DISTANCE OF 49.97 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1841, PAGE 1054; THENCE NORTH 09°16'04" WEST, ALONG THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 239.89 FEET TO THE POINT OF BEGINNING.

Containing 0.28 Acres more or less.

This release is for the specific purpose of permitting the City of Fernandina Beach to sell and convey title to the above described property for commercial purposes.

By its acceptance of this Deed of Release the City of Fernandina Beach also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above described real property.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 22nd day of August, 2022.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By BARTHOLOMEW VERNACE Digitally signed by BARTHOLOMEW VERNACE
Date: 2022.08.22 11:52:37 -04'00'
Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

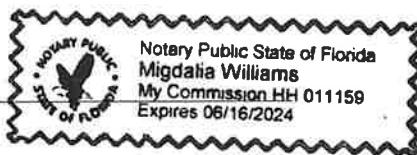
On this 22nd day of August, 2022, before me a Notary Public in and for the County of Orange, State of Florida, personally appeared Bart Vernace, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

WITNESS my hand and official seal.

Migdalia Williams
Notary Public in and for said County and State

(SEAL)

My commission expires _____



Accepted:

City of Fernandina Beach

By: _____

Title: _____

Date: _____



STAFF REPORT
PAB 2022-0032 (Vacation of ROW)
Planning Advisory Board
February 8, 2023

APPLICATION FOR VACATION OF ROW

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach				
AGENT:	N/A				
REQUESTED ACTION:	Vacation of ROW				
LOCATION:	Cessna Lane North of Airport Road				
CURRENT LAND USE:	Industrial				
CURRENT ZONING:	I-1				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.28 Acres				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
WITHIN CITY LIMITS	North	FPU	Varies	I-1	Industrial
WITHIN CITY LIMITS	South	Airport	Varies	I-1	Industrial
WITHIN CITY LIMITS	East	Storage/Warehouse	Varies	I-1	Industrial
WITHIN CITY LIMITS	West	Storage/Warehouse	Varies	I-1	Industrial

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant requests the abandonment of a 50 ft by 239.49 ft section of Cessna Drive located north of Airport Road. In 2011, the City applied to vacate a portion of Cessna Lane between Amelia Island Parkway and Airport Road. (VAC 2011-41). The application for vacating the right-of-way was recommended for approval, except for the improved portion of Cessna Lane (the area of right-of-way being requested at this time). This matter was brought before the City Commission in January 2012 (Ordinance 2011-31) and was approved by a unanimous vote of 5-0. Exhibit A illustrates the original alignment of the roadway connecting Airport Road to Amelia Island Parkway. The property was not fully vacated in 2012 because the property located to the west had uncertain development outcomes. That property has since developed as a warehouse for vehicle storage.

In 2012, the Federal Aviation Administration (FAA) issued a release of obligations for Parcel 1 (highlighted blue) which was subsequently sold to Florida Public Utilities. The right-of-way (ROW) now serves as a dead-end roadway between two separate privately owned parcels with the same ownership. In 2013, the FAA also issued a release of obligations for Parcel 2B, which was subsequently sold to the same owners as Parcel 2A. As a result, the airport currently maintains ownership of this remaining roadway serving the same property owner on each side. Access to the Florida Public Utilities parcel is obtained from Amelia Island Parkway.

The airport has determined that the remaining parcel cannot be feasibly utilized for future aviation activities or leased to generate revenue to support airport operations, consistent with its federal obligations. The applicant requests the vacation of this ROW to allow for the disposition and sale of this remaining parcel at fair market value to the adjacent landowners. A release of federal obligations by the FAA is required to allow for the disposition/sale of this property. In this regard, airport staff has submitted a release of obligations request to the FAA.



STAFF REPORT
PAB 2022-0032 (Vacation of ROW)
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CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Objective 2.04. Right-Of-Way Protection

The City shall institute a program of protection and acquisition of rights-of-way for the roadway network, which includes roadways classified as minor arterials or collectors, to ensure continuity of the roadway network, and to protect the existing and future roadway network from development and other encroachments.

Policy 2.04.04.

The City shall not abandon any existing rights-of-way instead encourage dedication, preservation, and protection of existing and proposed rights-of-way during the development review process.

Policy 2.04.05.

When requesting abandonment of the existing rights-of-way is unavoidable, the applicant shall demonstrate the following for any proposed vacation of a City right-of-way:

- a. **The right-of-way is no longer required for public use and could not reasonably be utilized as a through street, sidewalk, bicycle lane or any other public function such as parking, stormwater management, utility location or open space.**
This section of Cessna Lane is not currently utilized as a through route to Amelia Island Parkway, as access is provided by Airport Road. The vacation of the right-of-way (VAC 2011-41) was approved, which abandoned access connecting Cessna Lane to the Amelia Island Parkway, except for the improved portion that is the subject of this request.
- b. **The proposed vacation is in the public interest.**
The proposed vacation is not detrimental to the public interest and will allow for the disposition and sale of this remaining parcel at fair market value, to the adjacent landowners to generate revenue to support airport operations consistent with its federal obligations.
- c. **The proposed vacation would preserve or protect an environmental, historical or cultural feature of the City; and**
The proposed vacation would not preserve or protect an environmental, historical or cultural feature of the City.
- d. **The proposed vacation will be offset by at least one public access through street connection.**
The subject right-of-way is not required for public use and does not serve the City's roadway network nor facilitate public circulation. Adequate access to parcel 1 is provided by Amelia Island Parkway and access to 2A and 2B is provided by Airport Road. There are no additional properties which rely solely on this ROW for access.

CONSISTENCY WITH MUNICIPAL CODES:

Section 70-40 of the City's Code requires the following criteria to be met in order to grant a vacation of right of way:

1. **The requested vacation(s) are consistent with the traffic circulation element of the City's Comprehensive Plan.**
The requested action is consistent with the traffic circulation element, as stated above.
2. **Adequate, legal access to all properties shall be maintained. The remaining access to any property shall not be by easement.**
Adequate access is provided by Amelia Island Parkway and Airport Road.
3. **The vacation(s) would not jeopardize the current or future location of any utility. If any utilities are currently located in the requested vacation area, the applicant shall provide easements to the utilities to adequately provide for access and maintenance.**



STAFF REPORT
PAB 2022-0032 (Vacation of ROW)
Planning Advisory Board
February 8, 2023

Subject to approval by the PAB and City Commission, and the release and sale of this parcel, the prospective purchasers have collaborated with Florida Public Utilities (FPU) to draft an easement allowing for the continuation of FPU's use and access for infrastructure that serves the public within the current right-of-way (ROW). There are no other public or City utilities present along this section of Cessna Lane.

4. The proposed vacation(s) are not detrimental to the public interest and provides a positive benefit to the City.

The proposed vacation of the right-of-way (ROW) is not detrimental to the public interest and will enable the disposition and sale of this remaining parcel at fair market value to the adjacent landowners. This will facilitate the generation of revenue to support airport operations, in compliance with its federal obligations.

5. All owners of property abutting the requested vacation shall approve of the vacation in writing, except in cases where the City is the applicant.

This City is the applicant.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

APPLICABLE REFERENCE: 11.02.01 (NOTICE REQUIREMENTS)

Application Type	Reviewing Entity	Posted Sign	Posted Agenda	Mailed	Published
Vacation of Right-of-Way (ROW)	Planning Advisory Board	x	x	x	x

The City has followed all required notice requirements for the applicant's request which included posted sign, posted agenda, mailed, and published notice.

CONCLUSION:

Staff finds that the applicant has not fully demonstrated compliance with all relevant Comprehensive Plan policies. However, staff recognizes that the vacation of the right-of-way (ROW) would facilitate the sale/disposition of the property in accordance with the Federal Aviation Administration's (FAA) federal obligations, as outlined in the letter of intent dated December 22, 2022. Additionally, staff finds that the applicant is consistent with subsequent policy statements, as well as the requirements of the Municipal Code and Land Development Code. Based on these considerations, staff recommends approval of PAB 2022-0032.

MOTION(S) TO CONSIDER

I move to recommend (**approval or denial**) of PAB case number 2022-0032 to the City Commission requesting that a Vacation of ROW be (**approved or denied**) and that PAB case 2022-0032, as presented, (**is or is not**) sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.



STAFF REPORT
PAB 2022-0032 (Vacation of ROW)
Planning Advisory Board
February 8, 2023

EXHIBIT A: GENERAL AREA MAP WITH AERIAL





ACTION TAKEN
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JANUARY 17, 2012
6:00 P.M.

2012 JAN 20 PM 1:46
CITY CLERK'S OFFICE
CITY OF FERNANDINA BEACH

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE / INVOCATION**

Invocation by Reverend Wardell Avant of Kingdom Ministries.

4. **PROCLAMATIONS/PRESENTATION**

4.1 **PROCLAMATION – RETIREMENT OF EDWARD “JERRY” HIERLING** – *Proclamation recognized Edward “Jerry” Hierling upon his retirement after six (6) years and one (1) month of dedicated service to the City.*

4.2 **PROCLAMATION – RETIREMENT OF BEN SPIVEY** – *Proclamation recognized Ben Spivey upon his retirement after thirty seven (37) years and six (6) months of dedicated service to the City.*

4.3 **PRESENTATION – FLORIDA DEPARTMENT OF TRANSPORTATION GREENWAY RESTORATION PLAN** – *Representatives of Florida Department of Transportation presented a proposed plan to restore the Greenway (South of Jasmine) and were available to answer questions on the proposed plan.*

4.4 **BUDGET SUMMARY** - *Controller Patti Clifford was available to answer questions regarding the budget summary for December, 2011.*

5. **CONSENT AGENDA**

5.1 **BUDGET AMENDMENT – TDC GRANT REVENUE - RESOLUTION 2012-07 APPROVING A BUDGET AMENDMENT TO CORRECT THE ACCOUNT CODING FOR TDC GRANT REVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves the transfer of \$25,000 to correctly account for the anticipated TDC Grant.*
ACTION TAKEN: Approved 5-0

5.2 **AWARD OF BID - #11-22 – MECO OF NORTH FLORIDA - RESOLUTION 2012-08 AWARDED BID #11-22 TO MECO OF NORTH FLORIDA FOR FERNANDINA HARBOR MARINA FUEL LINE RELOCATION; AUTHORIZING EXECUTION OF DOCUMENTS; AND**

PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid #11-22 to MECO of North Florida in the amount of \$31,252.00.*

ACTION TAKEN: Approved 5-0

- 5.3 **DISPOSAL OF SURPLUS – RESOLUTION 2012-09 DECLARING CERTAIN TITLED CITY PROPERTY SURPLUS; AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN A MANNER CONSISTENT WITH THE CITY'S POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Declares certain property as surplus, and authorizes the disposal of such.*
ACTION TAKEN: Approved 5-0

6. REQUESTS FROM THE PUBLIC TO BE HEARD ON ITEMS NOT ON THE AGENDA

6.1 CITY RESIDENTS

SPECIAL MEETING: Mr. Sam Lane, 2408 Los Robles Drive, expressed his concern about the behavior of the City Commission at the Special Meeting when they terminated the employment of the City Manager.

Ms. Linda Cassady, 2021 Jasmine Street, expressed her concern about the way the meeting was conducted and that the Commissioners did not represent the voters. She referred to Forward Fernandina and expressed her opinion that it was taxation without representation. She stated that the City Commission needs to clean up the messes that they've made previously before moving forward.

Mr. Mac Morriss, 821 Parkview Place, noted that City Manager Czymbor does not want to leave, and was resigning under protest. He pointed out that City Manager Czymbor has successfully worked under the direction of three previous City Commissions. He referred to a News Leader article which stated that from 1990 until 2005 the City employed seven City Managers and the City's consultant stated that turnover has a negative impact on the City's effectiveness and ability to complete projects. He provided further comments about this and questioned how the City wants to be known.

Ms. Robin Lentz, 802 Parkview Place East, explained that she loves the improvements that she has seen downtown and it has to do with Mr. Czymbor and everyone that works here in the City. She pointed out that last Thursday she called Commissioner Pelican and Commissioner Corbett and encouraged them to wait to make a decision like this until they have been in the job more than two weeks. She expressed her disappointment that this advice was not taken.

DUMPSTER: Mr. Woody Ansley, 120 North Wolff, expressed his opinion the dumpster should stay where it is, because it is hidden by the ramp that goes up to the hotel and it is convenient to both restaurants. He also suggested that it be moved back almost to the same location where it originally was - where the bicycle rack is.

Ms. Javene Lamb, 2811 Atlantic Avenue, commented that in 2007 she lived in Fernandina Cay Condominiums and she watched Compass Group come in and build a hotel right up against the street line with no place for garbage. She stated that Sandy Bottoms already had no place for garbage. She explained that all of a sudden they put the garbage dumpster right below her neighbor's balcony and presented a photograph to show this.

Ms. JoAnn Hertz, 2811 Atlantic Avenue, explained that last week all the parties involved met and agreed that there is no perfect solution, but they would move the existing dumpster 100 feet. She pointed out that she asked the entire Commission look into the City's responsibility to Mr. Hartley and how far the dumpster has to be away from the building. She commented that instead of it being two dumpsters it will be one dumpster and in the new location it will be easier for the garbage people to pick it up.

Mr. Ron Vandenbrink, 2811 Atlantic Avenue, resident of Fernandina Cay, explained that the owners agreed to the compromise to move the dumpster a short distance from its current location and he urged the City to go with that plan. Mayor Filkoff noted that this item was still being negotiated so the City Commission was not at a point to vote on anything.

CITY BILLS: Ms. Linda Cassady, 2021 Jasmine Street, referred to her bill from the Utility Billing Department and expressed her concern with the City's automatic deduction that was using her money for 13 days before the date it is due. She commented that her lease states that her sewer is furnished by the owner of the apartment complex, but she is also paying for sewer on her bill. She requested the City to look into this and do something about it.

6.2 NON-CITY RESIDENTS

7. RESOLUTIONS

- 7.1 APPROVING PURCHASE AGREEMENT – RAYONIER PERFORMANCE FIBERS, LLC –** RESOLUTION 2012-10 APPROVING A PURCHASE AND SALE AGREEMENT WITH RAYONIER PERFORMANCE FIBERS, LLC FOR THE PURCHASE OF 3 PARCELS, INCLUDING PROPERTY LOCATED ON FRONT STREET IN THE AMOUNT OF \$75,000; CREATING A NEW ACCOUNT FOR THE PURCHASE OF THE PROPERTY; APPROVING AN AMENDMENT TO THE 2011/2012 FISCAL YEAR BUDGET TO TRANSFER FUNDS FROM THE CAPITAL IMPROVEMENT FRONT STREET REHABILITATION ACCOUNT TO THE CAPITAL IMPROVEMENT LAND ACQUISITION RAYONIER ACCOUNT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Purchase and Sale Agreement with Rayonier Performance Fibers, LLC in the amount of \$75,000 and approves a Budget Amendment to the new account.*

ACTION TAKEN: Tabled 5-0

- 7.2 APPROVING FIRST AMENDMENT TO GROUND LEASE AGREEMENT - NASSAU HUMANE SOCIETY –** RESOLUTION 2012-11 AUTHORIZING THE FIRST AMENDMENT TO A GROUND LEASE AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND NASSAU HUMANE SOCIETY, INC. AT FERNANDINA BEACH MUNICIPAL AIRPORT, BY INCREASING THE TERM TO 40 YEARS AND PROVIDING FOR THE CONSTRUCTION BY THE NASSAU HUMANE SOCIETY OF A NEW ANIMAL RESCUE AND ADOPTION FACILITY; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the First Amendment to the Ground Lease Agreement with the Nassau Humane Society.*

ACTION TAKEN: Approved 5-0

- 7.3 DESIGNATION OF PROCEEDS FROM SALE OF AIRPORT LAND –** RESOLUTION 2012-12 AUTHORIZING DEBT REPAYMENTS FROM THE SALE OF LAND PROCEEDS FOR THE AIRPORT; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes paying off various Airport Debts from the recent land sale proceeds.*

ACTION TAKEN: Approved 5-0

8. ORDINANCES – SECOND READING

- 8.1 VACATION OF RIGHT OF WAY – CESSNA LANE -** ORDINANCE 2011-31 APPROVING A VACATION OF RIGHT-OF-WAY FOR CESSNA LANE BETWEEN AIRPORT ROAD AND AMELIA ISLAND PARKWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Vacation of Right of Way for Cessna Lane.*

ACTION TAKEN: Approved 5-0

9. BOARD APPOINTMENTS

9.1 GOLF COURSE ADVISORY BOARD – 1 Appointment.

ACTION TAKEN: Approved 5-0 (*Reappointment of Jane Paige as Women's Golf Association Representative*)

10. DISCUSSION – DIRECTION – ACTION ITEMS

10.1 PROPOSED USAGE OF FUNDS (\$1.88 Million) DERIVED FROM THE LOAN FROM THE FIRST DRAW OF FORWARD FERNANDINA (F2) STRATEGIC PLAN – *This item is placed on the agenda at the request of Commissioner Corbett.*

NO ACTION TAKEN – *To be discussed at a future meeting.*

10.2 CONSIDER REVISED REQUEST FOR PROPOSAL FOR PROJECT MANAGEMENT/COMMUNICATION MANAGEMENT SERVICES FOR FORWARD FERNANDINA (F2).

ACTION TAKEN: Approved 5-0 (Move forward with the Project Management Services RFP with this amendment to the RFP by removing: "Any other project deemed necessary by the City")

***10.3 CITY ATTORNEY EMPLOYMENT AGREEMENT – This item is placed on the agenda at the request of Commissioners Corbett and Pelican.**

ACTION TAKEN: Failed 2-3 (*Terminate the City Attorney Employment Agreement*)

11. CITY MANAGER REPORTS

COMMUNITY DEVELOPMENT BLOCK GRANT: City Manager Czymbor reported that the City executed the contract with the State of Florida for the Community Development Block Grant program and the City would be receiving \$700,000 for the housing assistance program. He stated that this would be coming forward to the City Commission relatively soon.

City Manager Czymbor commented that a couple weeks ago he had the opportunity to receive an award for 25 years of local government service, and he was thrilled about the award. He briefly explained things that he was most proud of doing with the City and also briefly explained things that he would miss as well as things that he would not miss.

12. CITY ATTORNEY REPORTS

CITY ATTORNEY ROLE: City Attorney Bach explained that she would continue to serve as the City Attorney and would not walk away because Commissioner Pelican and Commissioner Corbett think that she should. She commented that she is appointed by the City Commission and serves at the Commission's pleasure and she would continue to do the best job that she possibly can. She briefly explained that the City Attorney is here to tell the City Commission whether or not there may legal consequences for the choices or that there might be a better way to do it legally. She stated that her role is to follow the United States Constitution first, the State Law, and the local law even when at times those do not fit together, but there are preemption doctrines. She pointed out that as the City Attorney she is here to guide the City Commission and issue opinions. She expressed her thanks to the three Commissioners who voted to keep her contract in place.

13. CITY CLERK REPORTS – There were no reports at this time.

14. MAYOR/COMMISSIONER COMMENTS

LIBRARY: Vice-Mayor Bunch referred to the library and reported that he met last Monday and received confirmation that the building had been sold. He stated that on Tuesday they would be looking at alternatives. He commented that he brought an architect in to look at the existing property to do an evaluation of the building and bring back some alternatives, which would be brought to the taskforce that is looking at the library.

A1A MEDIAN: Vice-Mayor Bunch commented that Florida Department of Transportation (FDOT) has started work on clearing the A1A median to get ready for the spring planting of different landscaping. He expressed his hope that all goes well and that there won't be any freezes after they plant. He pointed out that then the City has to clean up our section of A1A a little bit.

CITY ATTORNEY: Commissioner Corbett stated that the Commission has spoken and he would work with Ms. Bach any way that he can to move the City forward. Commissioner Pelican concurred with Commissioner Corbett and agreed with moving forward.

MOVING FORWARD: Commissioner Poynter explained that he looked forward to moving the City forward and for the City Commission to start governing. He pointed out that when people disagree with the final decision that is made it doesn't mean that the Commission hasn't listened. He stated that it just means that we disagree. He commented that with five different people with different backgrounds and experiences we are not going to all agree on everything. He stated that he was going to miss working with Mr. Czymbor, because he has done a terrific job under very difficult situations. He explained that working with the man on a daily basis you see the complexity of his job. He pointed out that this is a complex City with lots of moving parts. He stated that what is done is done, let's be positive, and let's move forward.

COMMUNITY: Mayor Filkoff reported that she had an email from an individual that believed that it was wrong to have this conversation Friday night and this one tonight in public, and that it was her responsibility to take it behind closed doors. She stated that was against Florida Law, because whenever there are discussions about performance of a Charter Officer they must be held in public. She expressed her hope that the City Commission can get to a point to do this in a professional and respectful way including the input from the community. She explained that this is a wonderful community, but everybody is angry today about something and it is being shown. She stated that there is so much to be proud of and be happy about. She pointed out that it is easy to criticize, but if we can focus on common ground (our love for this City) and have one vision we can be successful as a community.

CONDOLENCES: Mayor Filkoff extended her condolences to the family of Mr. George Strain. She also extended her condolences to the family of Mr. Angelo Tringali whose family has been part of the history and fabric of this community for years.

CONGRATULATIONS: Mayor Filkoff extended her congratulations to the winners of the Chamber of Commerce Award program last week.

SPECIAL MEETING: Mayor Filkoff reminded everyone of the Special Meeting tomorrow from 3-5 p.m. in the City Commission Chambers to talk about naming an Interim Manager and a process to bring in a permanent manager. She expressed her hope for the City Commission to move forward with a sound transparent supportable honest process.

THANKS: Mayor Filkoff extended her thanks to Mr. Czymbor for being the City Manager with five different bosses on a daily basis and managing a City that has more complexities in it than most cities in Florida do.

15. ADJOURNMENT – 8:32 p.m.