



CITY OF FORT LAUDERDALE

DRAFT
AVIATION ADVISORY BOARD
FORT LAUDERDALE EXECUTIVE AIRPORT
ADMINISTRATIVE OFFICE – MULTIPURPOSE ROOM
6000 NW 21 AVENUE, FORT LAUDERDALE, FLORIDA
THURSDAY, APRIL 26, 2018 1:30 P.M.

	Attendance	Cumulative Attendance 7/17 through 6/18	
		Present	Absent
Ed Kwoka, Chair	P	7	0
Ed Rebholz, Vice Chair	P	7	0
Louis Gavin	A	4	3
Joshua Kroon	A	3	4
Vacant			
Tom Moody	P	6	1
Stephen O'Malley	P	6	1
Dana Pollitt	P	6	1
Duke Siotkas	A	4	3
John Watt	P	7	0
Commissioner Marlon Bolton, City of Tamarac [non-voting]	P	6	1
Jeff Helyer, City of Oakland Park [non-voting]	P	6	1

Airport Staff

Rufus A. James, Airport Manager
 Carlton M. Harrison, Assistant Airport Manager
 Spencer A. Thornton, Assistant Airport Manager
 Florence Straugh, Noise Abatement Officer
 Karen Reese, Business Outreach and FTZ Administrator
 Fernando Blanco, Airport Engineer/Project Manager II
 Candace Duff, Assistant City Attorney III
 Angelia Basto, Administrative Assistant I
 Mickaelle Bouchereau, Administrative Aide
 Michael Mitchel, Recording Secretary, Prototype, Inc.

CALL TO ORDER

Chair Kwoka called the meeting to order at 1:37 p.m.

1. Roll Call

The Board and Staff members present introduced themselves at this time.

Chair Kwoka advised that a presentation on the Master Plan was omitted from today's Agenda, and the Board will need to vote to amend the Agenda to include this Item.

VOTING ITEMS

1. Approve Minutes of February 22, 2018 Meeting

Motion made by Mr. O'Malley, seconded by Mr. Pollitt, to approve. In a voice vote, the **motion** passed unanimously.

2. Parcel 8AB Termination of Lease Agreement with KC FXE Aviation Investments, LLC

Mr. James stated that KC FXE Aviation Investments, LLC currently leases Parcel 8AB. The property consists of 8.6 acres of aviation property and includes three small hangars of office space. Rental payments are \$192,309.80/year, with the next adjustment scheduled for November 1, 2018.

According to the terms of the lease, KC FXE is required to develop the parcel in three phases, totaling approximately \$5 million. Phase 1 included demolition of the existing building and was completed in 2012. Phase 2 consists of building two hangars totaling 44,680 sq. ft. with office space, an access roadway, automobile parking, and site improvements. Phase 3 consists of constructing a 23,340 sq. ft. hangar with office space and a 7,500 sq. ft. FBO terminal building.

In 2016, KC FXE requested a construction extension period, which resulted in a second lease amendment. The amendment was approved by the Aviation Advisory Board (AAB) as well as the City Commission. KC FXE was provided with an additional 332 days to construct the Phase 2 requirements; however, although a building permit was issued for this construction, this phase was not completed by the deadline.

In accordance with the lease, if Phase 2 improvements are not completed by the deadline, the construction insurance deposit will be forfeited and the lease will automatically be terminated. Based on a visual inspection of the site, Phase 2 has not been completed in its entirety. The City will exercise the lease termination clause as identified in paragraph 2A of the second lease amendment. Staff recommends termination of the Parcel 8AB lease for failure to complete Phase 2 improvements.

Steven Wherry, representing KC FXE Aviation Investments, LLC, requested that this item be deferred for one month so he may fully understand the issues and respond to concerns. He hoped for an opportunity to meet with Airport Staff to identify issues and come to a resolution that will be presented at the next meeting.

Chair Kwoka requested additional background information on this issue regarding the conditions leading up to the proposed termination. He observed that in the past, the

AAB has been open to working with tenants who experienced difficulties. He suggested that additional background information could be helpful to the Board's understanding of the issues.

Mr. James explained that the extension was granted in 2016 to complete work on Phase 2, but the permit expired without completion. While Staff noticed some work underway on the parcel, it slowed significantly over time, with 25% to 35% of the work yet to be done in February/March 2018. He was not aware of whether or not the expired permit has been renewed, although the City's Building Department does not reflect any new permit activity.

Chair Kwoka asked when the tenant was notified that Staff was exploring the possibility of termination. Mr. James replied that there is no requirement to place the tenant on notice, as the terms are stated clearly in the lease. A letter was sent to the tenant approximately 10 days ago, informing them that they had reached the end of their timeline and a response was required.

Mr. Watt asked if the tenant is current in rent payments. Mr. James advised that the tenant was in arrears regarding fuel and rent costs; however, Staff recently received checks for these items for the months of February and March 2018.

Mr. Wherry stated that he could provide confirmation showing that rent payment was wired on April 6, 2018, and confirmed that a check for fuel flowage has been tendered as well. He continued that a notice of lease default was issued by the City on April 13, 2018, and KC FXE responded to this notice prior to his involvement with the company. He will be able to provide an expected timeline for completion by next month's meeting. He added that a master permit application has been submitted, and the time frame for its review has not yet expired.

Mr. Watt asked if Staff had additional information to indicate the reason for the lack of communication between the tenant and the Airport. Mr. James stated that when a payment has not been made, the tenant is given 30 days' notice of default. If no response is received, Staff then sends a default letter. This provides the tenant with 60 days to address the default. There was no communication between the two parties in advance of the termination deadline.

Vice Chair Rebholz observed that the Board does not want a lack of communication to end in threat of termination. He cautioned that KC FXE should look closely at the individual charged with ensuring that permits are kept current. Mr. Wherry reiterated that rent and fuel flowage payments have been submitted, and that the permitting issue is a matter for legal analysis.

Mr. James requested that the extension be granted until the next Board meeting.

Motion made by Mr. Moody, seconded by Vice Chair Rebholz, to extend this issue to the next Board meeting. In a voice vote, the **motion** passed unanimously.

Motion made by Vice Chair Rebholz, seconded by Mr. Watt, to adjust the Agenda to allow for the 15-minute presentation about the Master Plan. In a voice vote, the **motion** passed unanimously.

3. Master Plan Presentation

Sebastian Carreau, representing Ricondo and Associates, stated that the intent of the presentation is to discuss the status of the Master Plan for the Airport. The Master Plan was initiated in 2017 and its forecast extends through 2037. Three meetings have been held thus far over the course of the Master Plan, involving tenants, air traffic control, and Staff, to provide comments and feedback. When the Plan is complete, it will be submitted to the Federal Aviation Administration (FAA) for approval.

Mr. Carreau reviewed the Airport's requirements and needs, noting that one project identified in the previous Master Plan was the relocation of Taxiway Foxtrot in compliance with FAA requirements for runway and taxiway separation. The Master Plan recommends extending the runway by 1000 ft. and maintaining the existing runway threshold for landings, which means the extension would be a displaced threshold for departures only. The extension is requested in response to the needs of business jet operators, which may need to take weight penalties or refuel to reach their destination, particularly during the summer months.

The runway safety area will also need to be extended for Runway 13-31, which must be 150 ft. wide and extend 300 ft. beyond the end of the runway. Airfield signage improvements are also recommended. Mr. Carreau advised that some of the proposed airfield and taxiway improvements are intended to provide for better communication and prevent runway intrusions. The FAA has recently released new guidance for the planning and design of airfields, with a focus on identifying options to improve the Airport's layout. Key goals include eliminating "hot spots" by providing direct access to runways.

Mr. Carreau advised that the existing aircraft run-up areas occasionally fill up and block aircraft that are ready for departure. To counteract this, the FAA recommends increasing the size of the run-up area, as well as redesigning this area. He reviewed a map of the Airport to show where changes may be made, noting that a displaced threshold is also under consideration for Runway 9. The extension of this run-up area would be used only for takeoffs as well. Mr. Carreau emphasized that all drawings are conceptual at this point.

Chair Kwoka noted that some of the plans in today's presentation were distinctly different from the previous presentation, pointing out that there had been discussions of relocating and possibly developing the center field run-up area. Mr. Carreau recalled

that feedback from both the tenants and the Board asked that the run-up area be protected, which led to the proposal for an extension.

Mr. Carreau continued that in order to avoid runway incursion, it is recommended that runway guard lights be installed at all intersections. The area that will be kept unavailable for development is located at midfield. He recalled that feedback from tenants included a request for larger hangars; in response, areas that may be repurposed for larger hangars have been identified.

Vice Chair Rebholz noted that a perimeter road was recently added to the east end of the Airport, and work on a western loop road is expected to begin later in 2018. Mr. Carreau pointed out that the runway extension will take approximately a year to design before work can begin; however, once the runway is extended, the service road will need to be relocated. Chair Kwoka requested a cost-benefit analysis on this project.

Mr. Carreau continued that the consultant team requested a letter from tenants documenting the weight penalties they incur. This provides a strong case for runway extension. Other projects already underway include the expansion of the administrative building by 2000 sq. ft. Next steps will include a public meeting in May or June 2018, with completion of the Master Plan anticipated later in the summer. Its completion will allow future Airport projects to be funded with FAA dollars.

4. Parcel 17 Lease Agreement with United States of America, Army Reserve

Mr. James reported that this 4.2 acre parcel is currently being used by the United States Army Reserve. The original lease dates back to 1961 and expired in November 2012. After 2012, the Army requested a five-year lease extension. They have requested another lease agreement for the term beginning June 1, 2018 through June 30, 2019, with options to extend annually but not beyond the date of June 30, 2022. The annual rent shall be \$170,000, which represents 8% of the appraised property value of \$2.1 million. The Army requests that the annual lease rate remain the same for the four-year period.

Staff has presented the proposed terms to the FAA, which does not object. Staff recommends that the City enter into the lease for Parcel 17 for the above time frame, with options to extend.

Mr. O'Malley asked how the proposed lease rates compare to general rates. Mr. James replied that the FAA typically accepts 8%-12% of fair market value, depending upon market conditions, type of operator, and other factors. The short-term lease does not interfere with any other development plans at this time.

Motion made by Mr. Watt, seconded by Mr. O'Malley, to approve. In a voice vote, the **motion** passed unanimously.

5. Parcel 8H Fifth Amendment to Lease Agreement with Southeast Toyota Distributors, LLC

Mr. James recalled that at the February 27, 2018 meeting, Staff recommended entering into an easement agreement for an entrance and exit lane to be reserved as alternate road access for Parcel 8H. This parcel consists of 5.1 acres and has been improved with two large hangars. The City Attorney's Office has recommended a lease amendment instead of the proposed easement, as construction and engineering specifications have not yet been established. Southeast Toyota, which leases this parcel, will have the option of an alternate access road in the event of any future development on adjacent parcel 8G. Staff recommends approval of the amendment.

Motion made by Mr. Moody, seconded by Vice Chair Rebholz, to approve. In a voice vote, the **motion** passed unanimously.

6. Grant Application with Federal Aviation Administration for the Design of Taxiway Foxtrot Relocation

Mr. Blanco stated that the FAA has determined the eastern portion of Taxiway Foxtrot does not meet runway/taxiway separation requirements of 400 ft. There are currently 305 ft. from the center line of Runway 9-27 to the center line of Taxiway Foxtrot. The FAA recommends that this portion be relocated to the 400 ft. separation distance in order to comply with current requirements.

The Airport has developed a project to address the above conditions. Design costs are estimated at \$390,002. Both the FAA and the Florida Department of Transportation (FDOT) have agreed to provide funding for 95% reimbursement of this project. Staff has prepared a grant application to the FAA in the amount of \$351,002, or 90% of the anticipated design costs. Staff recommends that the City be authorized to accept the grant from the FAA.

Motion made by Mr. Watt, seconded by Mr. Pollitt, to approve. In a voice vote, the **motion** passed unanimously.

7. Joint Participation Agreement with Florida Department of Transportation for the Design of Taxiway Foxtrot Relocation Project

Mr. Harrison advised that this Item was a follow-up to Item 6 and accepts funds provided by FDOT as their 5% contribution. Staff recommends approval of the joint participation agreement so the City may accept \$19,512 from FDOT toward design costs for the Taxiway Foxtrot relocation project.

Motion made by Mr. Pollitt, seconded by Mr. O'Malley, to approve. In a voice vote, the **motion** passed unanimously.

UPDATE ITEMS

1. Noise Compatibility Program

Ms. Straugh reported that WebTrak was the leading Tweet for the month of February. She stated that a new enhancement was made to WebTrak-FXE that shows noise contours and demonstrated where to locate the feature using the online application. Ms. Straugh discussed that the noise contours are part of Noise Exposure Maps (NEM) that were conducted over the past decades. The noise metric used for the NEM is an annual average of noise called Day–Night Sound Level (DNL), as required by the Federal Aviation Administration (FAA). Ms. Straugh explained that the Airport uses Lmax, the maximum noise level for each noise event, which is a different metric than the one used by the FAA. The maps show shrinkage of noise levels over years. Also attached are statistics from February and March 2018.

Mr. Watt observed a huge increase in runway 9 jet departures and inquired if it was due to winds coming out of the west. Ms. Straugh confirmed that there was an increased in runway 27 jet departures that indicated strong west winds during the month of March. Ms. Straugh referred to the month of February typically having strong winds, but actually had unusually low number of runway 27 jet departures.

2. Development and Construction

Mr. Thornton advised that there are currently two construction projects underway. The taxiway intersection improvement project is 99% complete and work is demobilizing. This project was completed ahead of schedule and on budget. The second project is the Taxiway Foxtrot pavement rehabilitation project, which encountered minor issues related to re-compacting the sub-base. Although this slowed progress, the issues have been remedied and paving is underway for Phases 2 and 3. He estimated this project is 35% complete.

3. Arrearages

None.

4. Communication to the City Commission

None.

5. FLL Update

Ms. Straugh stated that a meeting was held on April 18, 2018 with Fort Lauderdale Vice Mayor Ben Sorensen and homeowners' associations that are affected by noise from the Fort Lauderdale-Hollywood International Airport (FLL). Plans to address these concerns will be brought forward to the City Commission. Vice Chair Rebholz commented that the

FAA is conducting a Part 150 study, which is expected to be complete with formal recommendations in 2019. This study has two components: a noise exposure map and noise compatibility plan (NCP).

Mr. James showed a video from the recent Safety Expo, which had a good turnout. Its theme was Women in Aviation, and the discussion panel consisted of six women from the aviation industry. Earlier in April, the Airport hosted a STEMfest (Science, Technology, Engineering, and Mathematics) program to promote careers in aviation with approximately 700 attendees.

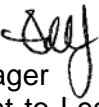
NEXT SCHEDULED MEETING DATE: Thursday, May 24, 2018 – 1:30 p.m.

There being no further business to come before the Board at this time, the meeting was adjourned at 2:45 p.m.

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

[Minutes prepared by K. McGuire, Prototype, Inc.]

ITEM 2

DATE: May 24, 2018
TO: Aviation Advisory Board 
FROM: Rufus A. James, Airport Manager
SUBJECT: Parcel 8AB Third Amendment to Lease Agreement with KC FXE Aviation Investments, LLC

At the April 26, 2018 Aviation Advisory Board meeting, staff presented Item 2 recommending termination of the Lease Agreement for Parcel 8 AB with KC FXE Aviation Investments, LLC (KC FXE) for failing to complete the Phase II construction improvements within the required 332 days as identified in Paragraph 2a of the 2nd Lease Amendment. KC FXE leases Parcel 8AB at Executive Airport through a 30-year lease agreement. The property consists of 8.683 acres of aviation property and has 3 small hangars totaling 29,520 square feet of hangar and FBO office space.

KC FXE was represented by attorney Steven Wherry, who requested that the termination of the Lease be deferred for one month so he may fully understand the issues, respond to concerns, meet with Airport Staff, and come to a resolution that will be presented at the next meeting. The Board provided KC FXE with the opportunity to prepare an outline on completing the remaining work required for Phase II by the May 24, 2018 meeting.

Staff met with representatives from KC FXE on Wednesday, May 9, 2018 to discuss the construction issues and how these matters would be resolved. KC FXE indicated that the remaining work will require a total of 180 days to complete phase II. Additionally, KC FXE provided several documents (Exhibit 1) related to a renewed Master Building Permit, Waiver of Lien Release, Payment Application, and a Non-Binding Term Sheet from Branch, Banking, and Trust Company (BB&T). Staff requested KC FXE to provide their outline in writing with back up information, and was advised that the packet would be ready by Friday, May 11, 2018. On Friday, May 18th, Staff was provided with a letter (Exhibit 2) from attorney Steven Wherry.

Dating back to February 2013 after acquiring the Lease, multiple changes to the site plan have occurred resulting in extreme delays with the completion of this project. The Board has accommodated the requests of KC FXE far beyond all reasonableness, which should have brought about this project being completed in a timely manner. A compilation of information related to site plan changes, extensions, and lease amendment clearly demonstrates that KC FXE has not performed as promised in their commitment of developing Parcel 8AB with first class amenities on the leasehold (Exhibit 3).

In consideration of KC FXE's request for additional time to complete Phase II, staff favors a Lease Amendment that will include an increase of five percent to the current rent if KC FXE at a minimum fails to perform the following:

- Provide record of ownership of other aviation businesses/entities/affiliations associated with KC FXE
- Provide documentation of the issues involving litigation, which resulted in the delay of Phase II construction requirement
- Provide evidence of capital financing sources and documents demonstrating ability to complete Phase II and Phase III construction requirements
- Agree to establishment of a performance bond for Phase II and Phase III improvements
- Provide list of all companies contracted to perform work in completion of this project
- Provide six month project schedule/timeline to complete improvements
- Provide documentation of permits received from the Building Department
- Provide written monthly updates to the Board on progress of work and Certification of Pay Applications
- Maintain on time monthly payments of Fuel Flowage fees and monthly Lease rental payment fees
- Provide receipt of Certificate of Occupancy within 6 months of the approved Lease Amendment

At this point, we believe that KC FXE has been afforded ample opportunity to make the necessary improvements on Parcel 8AB. Therefore, future requests contemplating any Airport leasehold shall require KC FXE to fulfill the Phase III construction improvements on Parcel 8AB.

Staff Recommendation

Staff recommends a Lease Amendment of the Parcel 8AB Lease with KC FXE Aviation Investments, LLC to address the issues associated with failing to complete the Phase II construction issues, which will be presented at the June 28, 2018 Aviation Advisory Board meeting.

Kimley»»Horn

(sent via email)

May 7, 2018

Mr. Leonel Leon, Vice Presidente
KC FXE Aviation Investments, LLC
5901 Northwest 24th Way
Ft. Lauderdale, FL 33309

RE: *W Aviation*
Permit Number: 15020857
Fort Lauderdale, FL

Dear Mr. Leon,

Per the request of KC FXE Aviation Investments (W Aviation), Kimley-Horn has reviewed Permit Number: 15020857 with intent of determining its history, relation to the master building permit for the hangar construction, and its current status. This letter will summarize our findings.

Permit Number: 15020857 is a paving and grading permit. It was originally issued to Nebenka Construction, LLC on August 4, 2015 for the purposes of grading and paving the proposed W Aviation apron. As you know, Nebenka was W Aviation's original earth work contractor. They installed the exfiltration trenches and built the lime rock base course which currently exists on the subject site. The Contract Documents required P-401 Hot Mixed Asphalt Pavement to be constructed on top of the lime rock base course. Nebenka did not have a background in constructing this material. With their trade being completed in the fall of 2016, they were excused from the project. W Aviation began searching for a paving contractor who had the required experience. However, several of the contractors who bid the project had difficulty preparing the P-401 Job Mix Formula (JMF) to meet the requirements of the technical specifications. Currently, JMS Construction Services, Inc. (JMS) as a sub-contractor to Walker Design & Construction is working to prepare a suitable JMF.

On February 3, 2017, W Aviation executed an agreement with Walker Design and Construction, Co (WDC) for the purposes of constructing two hangars. The hangars were assigned Master Building Permit number: 16021335. This permit was issued on April 21, 2017, and was unrelated to 15020857. As previously discussed many contractors were having difficulty meeting the specification requirements. To simplify the construction contracts under one general contractor, and resolve the JMF matter, on September 17, 2017, 15020857 was transferred to WDC. JMS, as sub-contractor, was asked to prepare the JMF.

Kimley»»Horn

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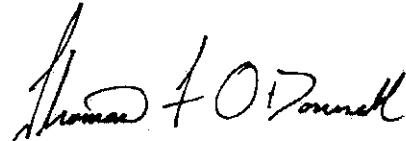
On March 19, 2018, WDC received a notice from the City of Fort Lauderdale explaining that unless action is taken by March 29, 2018, Permit Number: 15020857 would expire. Despite this notice, the permit was inadvertently allowed to expire. It is currently unclear why this occurred.

Kimley-Horn received notice this evening from Eric Carbonell, W Aviation's permit expediter, that 15020857 has been renewed and then attached to 16021335, the hangar Master Building permit, so that it would no longer expire – as long as inspections are performed on a regular basis. Accordingly, the status of 15020857 is open.

Should you have any questions regarding this information please contact me at (561) 840-0825.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Thomas F. O'Donnell

May 8, 2018

1200 Brickell Avenue, 11th Floor
Miami Florida, FL 33131

Dear Ignacio,

As per our conversation, we are moving forward with finalizing analysis of your credit request to fund W aviation Phase II and III construction.

My underwriting team has received all the financial information requested, and we are in the last steps of our process to provide you with the terms of our financing

Both Phase I environmental and appraisal have been paid and engaged by your company, and we should have those reports by next week.


Please feel free to contact me anytime if you have any questions

Thank you,



Carlos Doreste | Vice President | BB&T
Commercial Lending | 1200 Brickell Avenue, Floor 11 | Miami, FL 33131
O 305.523.1645 | C 305.975.3128 | F 305.523.3499 | E cdoreste@bbandt.com
BranchBanking&TrustCo <https://www.bbt.com>

Non-Binding Term Sheet

Term Sheet Date: 05/08/2018 State: Florida 

Borrower(s): KC FXE Aviation Investments, LLC

Guarantor(s): Ignacio Martinez

Loan Request / Amount: \$9,500,000

Purpose of Funds: To provide funds to assist in the construction of aircraft hangers and terminal, on land leased from City of Fort Lauderdale. The loan will be configured in two phases

Payment Terms: Five (5) year term, with monthly principal and interest payments based on a 25 year amortization schedule.

Interest Rate: Swap rate of 5.25% [Libor Rate + 2.0%]

Loan Fees: 1% of loan amount

Collateral Description: A leasehold mortgage lien on aircraft hangar development which will be developed in two phases together with a pilot's lounge to be constructed in Phase II

Covenants: - Maintain Minimum Annual Debt Service Coverage Ratio "DSCR" of 1.20x. Defined as: Net operating Income of collateral properties, divided by the annual debt service.

Other Items: - Subject to satisfactory bank appraisal at Borrower's expense.
- Deposit Account(s). Borrower agrees to establish a deposit account(s) with Bank as long as any part of the proposed credit remains outstanding. Related Party/Shareholder debt to be subordinated to Bank.
- Annual tax return from Borrower and Guarantor(s) within 90 days of fiscal year end or 30 days of filing.
- Annual Personal Financial Statement from Guarantor(s).
- Other conditions may apply upon full approval.

Term Sheet Expiration Date: 5/15/2018

State Disclosure: This Term Sheet is not intended to be a credit agreement or an agreement to lend money or otherwise to extend credit within the meaning of section 687.0304 of the Florida statutes annotated.

	Carlos Doreste Business SVCS Officer IV Branch Banking and Trust Company
	1200 Brickell Avenue FL 11 Miami, FL 33131-3209 (305) 523-1645 cdoreste@BBandT.com

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

PROJECT: **17-03**
W Aviation

APPLICATION NO. 13
PERIOD TO: 3/30/2018
PROJECT NOS.: 17-03
ARCHITECT:
CONTRACT DATE:

Distribution to:
___ Owner
___ Architect
___ Contractor

FROM CONTRACTOR: Walker Design & Construction
1060 Holland Drive Ste #B
Boca Raton Fl. 33487

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	1,445,615.00
2. NET CHANGE BY CHANGE ORDERS	\$852,056.33
3. CONTRACT SUM TO DATE	2,297,671.33
4. TOTAL COMPLETED TO DATE	2,013,386.66
5. RETAINAGE	\$132,359.97
6. TOTAL EARNED LESS RETAINAGE	\$1,881,026.69
7. LESS PREVIOUS CTFS. FOR PAYMENT	\$1,626,333.48
8. CURRENT PAYMENT DUE	\$74,231.10
9. BAL. TO FINISH INCLUDING RETAINAGE	\$597,106.75

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Walker Design & Construction Co.
By: [Signature] Date: 3/30/18
State of Florida County of: Palm Beach
Subscribed and sworn to before me this 30th Day of March, 2018.

Notary Public: [Signature]
My Commission Expires: 12/21/19



SUSAN H. NEFF
MY COMMISSION # FF 931106
EXPIRES: December 21, 2019
Bonded Thru Budget Notary Services

CHANGE ORDER SUMMARY

Total changes approved in previous months by Owner
Total approved this Month
NET CHANGES by Change Order

	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>
TOTALS	\$0.00	\$0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
ARCHITECT:

BY: _____ DATE:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor names herein. Issurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ITEM 2
EXHBIT 1
PAGE 6 OF 8

A	B	C	D	E	F	G	H	I	
1	Project Name: W Aviation		Project #	17-03		Page 2 of 2		Application No. 13	
2								Date: 3/30/18	
3	Item No.	Description of Work	Scheduled Value	Previous Applications	This Application	Stored Materials	Total Compl. to Date	%	Retainage
4		Division 1 - General Conditions	147,900.00	147,900.00			147,900.00	100%	7,395.00
5		Division 2 - Site Work					0.00		0.00
6		Survey, Layout, As-builts	NIC				0.00		0.00
7		Division 3 - Concrete					0.00		0.00
8		Shell Concrete - Slab/Foundation/Bldg Pad	431,000.00	431,000.00			431,000.00	100%	21,550.00
9		Division 4 - Masonry					0.00		0.00
10		Total Dumpster Enclosure	15,000.00				0.00	0%	0.00
11		Division 5 - Metals					0.00		0.00
12		Structural Steel - Metal Building	By Owner				0.00		0.00
13		Metal Building Erection	320,000.00	312,000.00			312,000.00	98%	15,600.00
14		Division 6 - Carpentry					0.00		0.00
15		Rough Carpentry	16,000.00	14,500.00	1,500.00		16,000.00	100%	800.00
16		Millwork & Cabinetry	4,711.00						0.00
17		Division 7 - Thermal & Moisture Protection					0.00		0.00
18		Waterproofing	1,000.00	1,000.00			1,000.00	100%	50.00
19		Thermal Insulation	15,000.00	15,000.00			15,000.00	100%	750.00
20		Caulking	1,000.00	1,000.00			1,000.00	100%	50.00
21		Division 8 - Glass, Doors, Hardware					0.00		0.00
22		Metal Doors/Frames	16,000.00	16,000.00			16,000.00	100%	800.00
23		Wood Doors	8,904.00	8,904.00			8,904.00	100%	445.20
24		Sliding Hanger Door	By Owner				0.00		0.00
25		Alumium Windows	40,000.00	40,000.00			40,000.00	100%	2,000.00
26		Finish Hardware	By Owner				0.00		0.00
27		Division 9 - Finishes					0.00		0.00
28		Drywall	130,000.00	130,000.00			130,000.00	100%	6,500.00
29		Ceramic Tile	By Owner				0.00		0.00
30		Ceramic Tile Labor	4,000.00				0.00	0%	0.00
31		Epoxy Floor	By Owner				0.00		0.00
32		Acoustical Ceilings - Allowance \$2.50/sf	10,000.00	7,000.00			7,000.00	70%	350.00
33		Carpet - Allowance \$20/yd	9,000.00				0.00	0%	0.00
34		VCT, Base - Allowance \$2/sf	1,800.00				0.00	0%	0.00
35		Painting	17,000.00	14,000.00			14,000.00	82%	700.00
36		Division 10 - Specialties					0.00		0.00
37		Toilet Accessories/Partitions	2,000.00	2,000.00			2,000.00	100%	100.00
38		Division 11 - Equipment					0.00		0.00
39		Appliances - Install Owner Provided	500.00				0.00	0%	0.00
40		Division 12 - Furnishings	NIC				0.00		0.00
41		Division 13 - Special Construction	NIC				0.00		0.00

	A	B	C	D	E	F	G	H	I
42		Division 14 - Conveying Systems	NIC				0.00		0.00
43		Division 15 - Mechanical					0.00		0.00
44		Plumbing	54,800.00	47,770.00			47,770.00	87%	2,388.50
45		Fire Protection - Site	NIC				0.00		0.00
46		Fire Protection - Building	By Owner				0.00		0.00
47		HVAC	By Owner				0.00		0.00
48		Division 16 - Electrical					0.00		0.00
49		Electrical	By Owner				0.00		0.00
50							0.00		0.00
51		Insurance, Overhead & Fee	200,000.00	184,000.00	6,000.00		190,000.00	95%	9,500.00
52									
53		Retainage							
54									
55		CHANGE ORDERS							
56		CO#1 - Remove underground tanks	1,175.08	1,175.08			1,175.08	100%	117.51
57		CO#2 - Revised Concrete slab from 5" to 9 1/2"	156,583.50	156,583.50			156,583.50	100%	15,658.35
58		CO#3 - Contract Time	-	0.00					
59		CO#4 - Add Electrical to contract	380,135.00	156,378.00	61,979.00		218,357.00	57%	21,835.70
60		CO#5 - Access Road to Site	2,070.51	2,070.51			2,070.51	100%	207.05
61		CO#6 - Labor, Equipment & consumables for field modifications to South Armstrong Structure	2,412.50	2,412.50			2,412.50	100%	241.25
62		CO#7 - Backflow Preventer	1,080.37	1,080.37			1,080.37	100%	108.04
63		CO#8 - Fence Preparation	528.00	528.00			528.00	100%	52.80
64		CO#9 - Silt Fence Repairs	2,164.80	2,164.80			2,164.80	100%	216.48
65		CO#10 - Mechanical Equipment	132,486.00	132,486.00			132,486.00	100%	13,248.60
66		CO#11 - Fabrication Modifications	2,637.90	2,637.90			2,637.90	100%	263.79
67		CO#12 - Miscellaneous	10,554.00	10,554.00			10,554.00	100%	1,055.40
68		CO#13 - Electrical Revisions 3 and 4	68,423.77	23,941.00	13,000.00		36,941.00	54%	3,694.10
69		CO#14 - Curtain Wall	73,478.90	48,496.00			48,496.00	66%	4,849.60
70		CO#16 - Carry Beam Support	8,998.00	8,998.00			8,998.00	100%	899.80
71		CO#17 - Interior Butter Insulation	4,015.00	4,015.00			4,015.00	100%	401.50
72		CO#18 - Hanging Gutter	5,313.00	5,313.00			5,313.00	100%	531.30
73									
74									
75		Contract Amount							
76			2,297,671.33	1,930,907.66	82,479.00	-	2,013,386.66		132,359.97


Florida
CONTRACTOR WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT

The undersigned lienor, in consideration of the partial payment in the amount of - \$74,231.10, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to W. Aviation

Dated on March 30, 2018

FOR CONTRACTOR:

Applicable to Payment Request(s) No. 13 (If all, print "all")

Signed:  (SEAL)

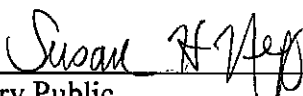
By: Lee M Walker

Title: President

Date: March 30, 2018

AFFIDAVIT

On this 30th day of March, 2018 before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the Project Manager for the above-referenced Contractor and that this document was signed under oath personally and on behalf of the Contractor, by authority of its Board of Directors and the above-signed acknowledged that this Affidavit was executed as a free act and deed of Contractor.


Notary Public

My term Expires (date): 12/21/19



SUSAN H. NEFF
MY COMMISSION # FF 931106
EXPIRES: December 21, 2019
Bonded Thru Budget Notary Services

May 18, 2018

Rufus A. James
6000 NW 21st Avenue
Fort Lauderdale, FL 33009

Re: KC FXE Aviation Investments LLC, Parcel 8AB

Dear Mr. James,

I am writing to you on behalf of my client KC FXE Aviation Investments, LLC (“KCFXE”) regarding its lease from the City of Fort Lauderdale of Parcel 8AB at Fort Lauderdale Executive Airport (“the Parcel”) and the status of improvement projects that have been underway and are nearing completion. This correspondence is also in support of our request to amend the lease agreement that, among other things, provides for an additional 180 days to complete the Phase II improvements, according to its terms.

First, thank you for the time you and your staff recently have taken to meet with us to discuss the status of our Phase II capital construction improvements and the strength of our family of companies. With our investment to date of over \$5.2 million in this airport improvement project, this is a priority undertaking that is very important to us. Below, I will detail some of the milestones we have achieved and our timeline and capacity for completion.

You have been a good steward of the City’s Fort Lauderdale Executive Airport, helping to elevate its status as one of the very top general aviation airports in the United States. This is a location that we at KCFXE feel truly privileged to operate and help contribute toward that same end. Our business prospects are excellent at KCFXE, and we are determined to use our network of related entities in the Caribbean and South America to bring additional quality traffic to the airport. This will be good business for us and will further benefit not only the airport, but, in recognition of the airport’s role as an important regional economic engine, it will have tangibly measurable benefits to the people of the City of Fort Lauderdale and the wider region. Below, I will detail some of our plans and initiatives in this regard.

We are hopeful and pleased to have an opportunity to enter into a new and continuing era of good, cooperative relations with Airport administration, one that will be marked by better and more open communication so that going forward you will continue to have a clearer sense of how our business operation and capital construction endeavors are succeeding. Weekly reports from KCFXE to you will form the foundation of good communications between our organizations that will enable us both to clearly and timely articulate any concerns or issues that

may arise before they become problematic. For reference, we have included the first of these reports, attached hereto as **Exhibit A**.

Company Background and Financial Strength

KCFXE is beneficially owned by Mr. Ignacio Martinez who is the majority stakeholder in the company. Mr. Martinez, a licensed commercial pilot, has a background in real estate development, which he used to acquire the airport parcel and start up W Aviation FBO as a new business to the City of Fort Lauderdale in 2013. W Aviation was established to provide general aviation services such as fuel, maintenance, hangar, ramp office, and other aviation-related services to the airport community. One company that is a part of that airport community is Windsor Jet Management, a related company also owned by Mr. Martinez, that operates its own fleet consisting of nine jet airplanes.

In the interest of transparency to you and City staff, KCFXE is providing its confidential balance sheets as a separate attachment to this letter. KCFXE claims a proprietary interest and trade secret status relating to the following exhibits such that they shall be exempt as public records and treated as confidential by the City of Fort Lauderdale and its agencies:

Exhibit B – KCFXE balance sheet

Exhibit C – Windsor Jet Management balance sheet

Exhibit D – W Aviation balance sheet

Exhibit E – W Aviation account balance for account held at PNC Bank as of 5/14/2018

Exhibit F – BB&T \$9.5 million construction financing underwriting letter for KCFXE

KCFXE respectfully requests that the exhibits referred to above (Exhibits B – F) not be publicly disclosed or be included in any public records requests.

The above information demonstrates that KCFXE and its related companies have ample and adequate financial strength and financing capacity sufficient to meet its construction commitments to the airport and successfully operate and grow the KCFXE family of businesses.

In the past year the KCFXE related companies were victimized by a disappointing breach of trust and contractual obligations tied to a failed business transaction that caused a disruption to business operations. The circumstances surrounding those events are the subject of pending litigation by Mr. Martinez and his companies in which he hopes to obtain a remedy for the injuries suffered; however, in light of that pending litigation, the details of that disruption cannot be discussed in detail except to say that the period of disruption is over and business has stabilized. However, during period of the disruption, Mr. Martinez had to access long term assets held abroad and direct those funds to the U.S. businesses consisting of KCFXE and the related companies.

The timing necessary to access and move those funds unfortunately did not always and neatly correspond with Mr. Martinez's ideal and desired pace of expenditure for KCFXE, and so there was some slow down that occurred with the current capital construction project for Phase II as a result, and some contractors filed lien claims in order to assure their payment. Today, all liens have been released relating to delayed payments for Phase II construction activities. Airport

staff has confirmed that as of May 15, 2018, there were no remaining claims of liens as reflected in the correspondence between Inez Huerta and Laura Morton attached as **Exhibit G**.

Mr. Martinez now has adequate capital and financing sources available to the KCFXE related companies necessary to meet

Company Ownership and Organization

-Investor problem, limited discussion because pending litigation

Marketing initiatives

KCFXE is excited to complete the remaining improvements to complete the Phase II build out on Parcel 8AB as well as continuing with the construction of Phase III.

KCFXE has already received pre-lease hangar space commitments from thirteen companies and individuals who would like to trust KCFXE with the care and keeping of their airplanes in the Phase II facility upon completion, a list of whom is included and attached hereto as **Exhibit G**.

Other locations, synergy, cross-marketing (Aruba, Boca, WPB, Venezuela)

-Particular marketing opportunities (life flight, Venezuelan investors)

-Preleases

Construction Status

-Permitting, cancelled permits

-Timeline for remaining construction

Financial Strength

-Timely Payments to city

-Construction Liens resolved

-Company Financials strong

Sincerely,

Steven Wherry

February 2013 - Mr. Ignacio A. Martinez, managing member of FXE FBO Holdings, LLC acquires all of the membership interests of KC FXE Aviation Investments, LLC. With this acquisition, Mr. Martinez intends to meet the minimum construction requirements and deadlines contained in the Lease Agreement and to develop a first class FBO facility on the leasehold. In addition, Mr. Martinez has presented a conceptual site plan that, if successful, exceeds the minimum requirements on the Lease and would consist of a 19,200 square foot FBO building and four hangars totaling 79,756 square feet. Mr. Martinez has had business interests at Executive Airport since 2010 when he acquired a controlling interest in Professional Flight Transport, Inc. d/b/a Windsor Jet Management (Windsor Jet). Concurrently with his acquisition of Windsor Jet, Mr. Martinez acquired a lease and an option to purchase the Parcel 2A leasehold interest.

October 2013 - With the acquisition of KC FXE, Mr. Martinez assured the City that he would meet the minimum construction requirements and deadlines contained in the Lease Agreement and develop a first-class FBO facility on the leasehold. Mr. Martinez presented a conceptual site plan that exceeded the minimum development requirements on the Lease. These improvements consisted of a 19,200 square foot FBO building and four hangars totaling 79,756 square feet. As work progressed on finalizing the site plan the tenant realized that a better configuration would be to arrange the buildings in an “L-shape” centered on the FBO building. At the October 24, 2013 Aviation Advisory Board meeting, Airport staff presented a recommendation and the Board approved a revised site plan for development of Parcel 8AB. The new proposed site plan, compared to the conceptual plan, shifts the FBO building to the east, locates two hangars along the east side of the parcel opening to the west, and reorients the other two hangars along the north side of the parcel opening to the south. This proposed configuration will provide for the maximum amount of ramp space to facilitate aircraft movements and storage and still achieve the goals of constructing almost 80,000 square feet of new hangars and over 19,000 square feet of FBO building. That proposed site plan was laid out in a configuration that located the FBO building on the north side of the property and two hangars on the east side of the piece opening to the west and two hangars on the west side of the property opening to the east with ramp area in between.

December 2014 - 2400 CCR Holdings, LLC an affiliate of W Aviation LLC & Windsor Jet Management requested an assignment of lease for Parcel 8G to 2400 CCR Holdings, LLC. 2400 CCR Holdings, LLC intend to use the building on Parcel 8G for their administrative operations and commercial rental to third parties.

May 2015 - Proposed a second Amendment - As work progressed with finalizing the site plan, the tenant realized that the proposed configuration limited the amount of ramp space that would adequately facilitate the movement and parking of aircraft. In an effort to fulfill the requirements of their Lease, KC FXE is requesting an extension of the construction improvement deadline to complete the Phase II requirements by October 31, 2015. Phase II was scheduled to be completed by November 1, 2014 and required a minimum investment of \$1,800,000. KC FXE requested an extension of the construction improvement deadline to complete the Phase II construction requirements including an additional hangar within eight months of Commission approval or by May 31, 2016.

June 2016 - KC FXE requested additional time to complete the Phase II and Phase III construction improvements. The Phase II construction requirement will commence upon receipt of the master building permit and is schedule to be completed within 332 days, which will include construction of a minimum of two aircraft hangars and office space totaling approximately 44,680 square feet. Phase III construction completion date is being extended November 2019 to December 31, 2022 and will consist of a minimum 22,340 square feet of aircraft hangar and office space, and a 7,500 square foot FBO terminal building. In consideration for the additional time, KC FXE has agreed to increase the current rent by five percent, increasing the rent to \$169,063.56. KC FXE has also agreed to increase the rent by five percent, effective October 2019 for the Phase III construction requirement extension,

April 2018 - Lease Termination - KC FXE was provided with 332 days to construct the Phase II requirements upon receipt of the master building permit. Records from the Building Department indicate that the master building permit was issued on April 21, 2017 resulting in a Phase II construction deadline of March 19, 2018. On February 27, 2018, the Building Department issued a notice to the contractor that the permit would soon expire within 30 days. In accordance with the lease, if Phase II improvements are not completed by the deadline established the construction assurance deposit is forfeited and the lease shall automatically terminate. As a result of KC FXE's failure to timely complete the phase II construction, the Airport will exercise the Lease termination clause as identified in Paragraph 2a of the 2nd Lease Amendment for Parcel 8AB. Staff recommended termination of the Parcel 8AB Lease with KC FXE Aviation Investments, LLC for failing to complete the Phase II construction improvements within the required 332 days. The Board provided KC FXE with the opportunity to prepare an outline on completing the remaining work required for Phase II by the next meeting.

May 2018 - Staff met with representatives from KC FXE on Wednesday, May 9, 2018 to discuss the construction issues and how these matters would be resolved. KC FXE indicated that the remaining work will require a total of 6 months to complete phase II. Additionally, KC FXE provided several documents related to a renewed Master Building Permit, Waiver of Lien Release, Payment Application, and a Non-Binding Term Sheet from Branch, Banking, and Trust Company (BB&T). Staff requested KC FXE to provide their outline in writing with back up information, and was advised that the packet would be ready by Friday, May 11, 2018. On Friday, May 18th Staff was provided with a letter from attorney Steven Wherry, representing KC FXE.

**FORT LAUDERDALE EXECUTIVE AIRPORT
PARCEL 8AB**

A PARCEL OF LAND BEING A PORTION OF TRACT 1, "F-X-E PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119, PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN THE FORT LAUDERDALE EXECUTIVE AIRPORT IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 8;

THENCE 5.02°03'24"E. ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 8, A DISTANCE OF 55.00 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT 1, "F-X-E PLAT";

THENCE CONTINUE 5.02°03'24"E. ALONG SAID EAST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 8 AND ALSO ALONG A WEST BOUNDARY LINE OF SAID TRACT 1, "F-X-E PLAT", A DISTANCE OF 536.56 FEET;

THENCE N.83°25'49"E., A DISTANCE OF 953.21 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.83°25'49"E., A DISTANCE OF 383.30 FEET;

THENCE 5.06°34'11"E., A DISTANCE OF 40.00 FEET TO A POINT HEREINAFTER TO BE KNOWN AS POINT 'A';

THENCE N.83°25'49"E., A DISTANCE OF 345.00 FEET;

THENCE 5.06°34'11"E., A DISTANCE OF 499.31 FEET TO A POINT ON A LINE 750.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF RUNWAY 8-26 OF SAID EXECUTIVE AIRPORT;

THENCE 5.83°25'49"W. ALONG SAID PARALLEL LINE, A DISTANCE OF 728.30 FEET;

THENCE N.06°34'11"W., A DISTANCE OF 538.31 FEET TO THE POINT OF BEGINNING;

CONTAINING 8.683 ACRES (378,251 SQUARE FEET) MORE OR LESS;

RESERVING, HOWEVER, THE SOUTHERLY 5.00 FEET AND THE WESTERLY 30.00 FEET OF THE EASTERLY 280.00 FEET OF THE ABOVE DESCRIBED PARCEL AS A UTILITIES EASEMENT, AND;

RESTRICTING BUILDING HEIGHTS TO AVOID OBSTRUCTIONS TO AIRSPACE AS REQUIRED BY CFR 14, SUBCHAPTER 'E' (AIRSPACE), PART 77; AND,

FURTHER RESTRICTING THE LOCATIONS OF BUILDINGS AND OTHER FIXED ABOVEGROUND OBJECTS TO THAT AREA LYING NORTH OF A LINE THAT IS PARALLEL WITH AND 750.00 FEET NORTHERLY (AS MEASURED AT RIGHT ANGLES) FROM THE WESTERLY PROJECTION OF THE CENTERLINE OF RUNWAY 8-26 OF SAID EXECUTIVE AIRPORT, AND;

GRANTING NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS BETWEEN THE ABOVE DESCRIBED PARCEL AND NORTHWEST 62nd STREET ACROSS A 40.00 FEET WIDE STRIP OF LAND LOCATED AT THE CITY OF FORT LAUDERDALE'S DISCRETION WITHIN A STRIP OF LAND 150.00 FEET IN WIDTH, BEING 75.00 FEET ON BOTH SIDES OF A CENTERLINE LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE ABOVE DESCRIBED POINT 'A'; THENCE N.83°25'49"E., A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE N.06°34'11"W., A DISTANCE OF 40.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34° 05' 11" AND RADIUS OF 323.91 FEET FOR AN ARC DISTANCE OF 193.99 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 29°32'38" AND RADIUS OF 379.24 FEET FOR AN ARC DISTANCE OF 195.55 FEET TO A POINT OF TANGENCY; THENCE N.01°47'58"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 45.11 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID TRACT 1, "F-X-E PLAT"; THE SIDELINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS.

LEGAL DESCRIPTION

SCALE:-

3
A-1.1

A. CURRENT USE OF PROPERTY	GAA GENERAL AVIATION
B. LAND USE DESIGNATION	EMPLOYMENT CENTER- HIGH
C. ZONING DESIGNATION / REZONING REQUEST	EXISTING: GAA PROPOSED: GAA
D. WATER / WASTEWATER SERVICE PROVIDER	CITY OF FORT LAUDERDALE
E. SITE AREA	378,251 SQ. FT. (8.68 ACRES)
F. BUILDING FOOTPRINT COVERAGE	97,014 SQ. FT.
GROSS FLOOR AREA	12,788 S.F. FBO BLDG. (1ST FLOOR) 12,144 S.F. FBO BLDG (2ND FLOOR) 3,832 S.F. OFFICE / STORAGE 78,632 S.F. (4 HANGARS) 107,416 S.F. GROSS FLOOR AREA
FACILITY WILL BE USED AS AND FBO (FIXED BASE OPERATION)	
G. PARKING REQUIREMENTS	OFFICE USE (1 PARKING SPACE / 250 SF) 28,764/250= 115 SPACES AVIATION HANGAR USE (1 PARKING SPACE / 1,000 SF) 78,632/1,000= 79 SPACES
TOTAL PARKING SPACES	REQUIRED: 194 PROVIDED: 201
REGULAR SPACES (9X18)	187 194
H.C. ACCESSIBLE SPACES	7 7
H. FLOOR AREA RATIO (FAR):	28 F.A.R. (UNLIMITED PERMITTED)
107,416 SQ. FT. / 378,251 SQ. FT.	
I. BUILDING HEIGHT	50'-0" (HIGH POINT); 2-STORY
J. STRUCTURE LENGTH	408'-6" MAX
K. SETBACKS	PROVIDED: FRONT (NORTH) +40'-0" / +80'-0" VAR. REAR (SOUTH) +43'-4" SIDE (WEST) +38'-0" SIDE (EAST) +80'-0"
L. OPEN SPACE - (SEE LANDSCAPE PLANS)	
M. VEHICULAR USE AREA - (SEE LANDSCAPE PLANS)	
N. LANDSCAPE CALCULATIONS - (SEE LANDSCAPE PLANS)	

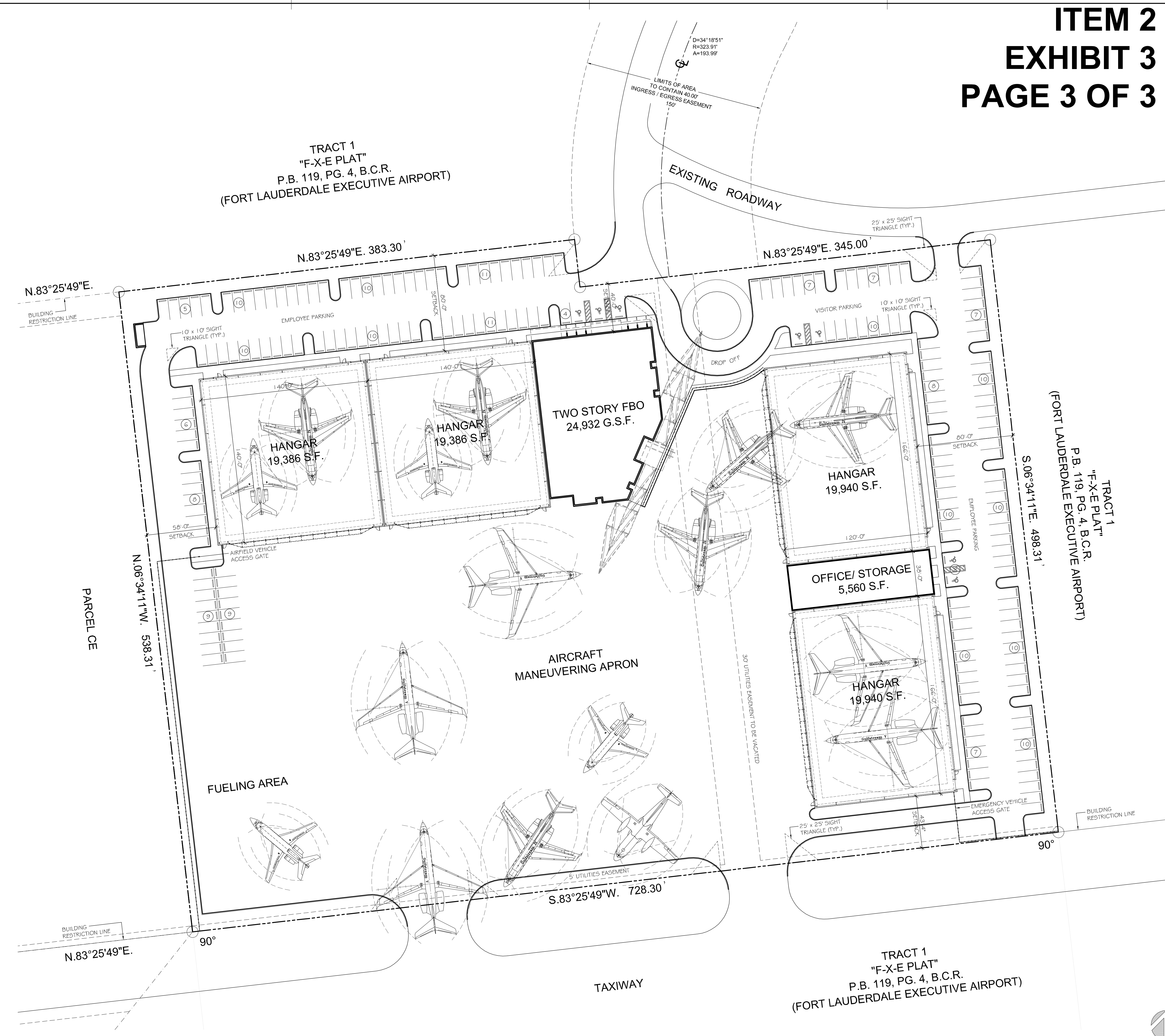
SITE DATA INFORMATION

SCALE:-

2
A-1.1

PROPOSED SITE PLAN

SCALE: 1"=40'-0"



**ITEM 2
EXHIBIT 3
PAGE 3 OF 3**



PROPOSED SITE IMPROVEMENTS FOR:
WINDSOR JET

TRACT 1
"F-X-E PLAT"
P.B. 119, PG. 4, B.C.R.
(FORT LAUDERDALE EXECUTIVE AIRPORT)

1915 southeast 4th avenue Fort Lauderdale, FL 33316 phone: (954)961-7675 fax: (954)961-7685 mail: info@barrancogonzalez.com
barranco gonzalez architecture + planning + interior design
FORT LAUDERDALE, FLORIDA

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DESIGNED	DRAWN	CHECKED
JPB	RED	JPB
DATE:	COMM:	
9/16/13	130318	

REVISIONS

SITE PLAN

SITE PLAN APPROVAL

A-1.1

1
A-1.1

May 22, 2018

Via E-mail

Mr. Rufus A. James
Airport Manager
City of Fort Lauderdale
Fort Lauderdale Executive Airport
6000 NW 21st Avenue
Fort Lauderdale, FL 33009

Re: KC FXE Aviation Investments LLC, Parcel 8AB

Dear Mr. James,

I am writing to you on behalf of my client KC FXE Aviation Investments, LLC (“KCFXE”) regarding its lease from the City of Fort Lauderdale of Parcel 8AB at Fort Lauderdale Executive Airport and the status of improvement projects that have been underway and are nearing completion. This correspondence is also in support of our request to amend the lease agreement that, among other things, will clarify and limit the timeframe for completion of the Phase II improvements to an additional 180 days, according to its terms.

First, thank you for the time you and your staff recently have taken to meet with us to discuss the status of our Phase II capital construction improvements and the strength of our family of companies. With our investment to date of over \$5.2 million in the Parcel 8AB airport improvement project, our activities at Parcel 8AB are a high priority undertaking very important to us. Below, I will detail some of the milestones we have achieved and our timeline and capacity for completion.

You have been a good steward of the City’s Fort Lauderdale Executive Airport, helping to elevate its status as one of the very top general aviation airports in the United States. This is a location where we feel truly privileged to operate and help contribute toward that same end. Our business prospects are excellent at KCFXE, and we are determined to use our network of related entities here and in the Caribbean and South America to bring additional quality traffic to the airport. This will be good business for us and will further benefit not only the airport, but, in recognition of the airport’s role as an important regional economic engine, it will have tangibly measurable benefits to the people of the City of Fort Lauderdale and the wider region. Below,

we will detail some of our plans and initiatives in this regard.

We are pleased to have an opportunity to enter into a new and continuing era of good, cooperative relations with airport administration, one that will be marked by better and more open communication so that going forward you will continue to have a clearer sense of how our business operation and capital construction endeavors are succeeding.

We propose that weekly reports from KCFXE to you will form the foundation of transparency between our organizations that will enable us both to clearly and timely articulate any concerns or issues that may arise before they become problematic. For reference, we have included the first of these reports, dated May 18, 2018 from our consultant Kimley-Horn and Associates, Inc. ("KHA") as **Exhibit A**. We further propose that we will be willing to provide the Aviation Advisory Board with brief monthly in-person updates at its scheduled meetings until Phase II is completed should you believe that to be appropriate.

To briefly recap our first Weekly Report's contents, permitting activity is continuing, with our sanitary sewer permit having been submitted on May 18, 2018, and our architect presently working on the eighth round of plan revisions in order to accommodate mechanical and electrical considerations. We are also preparing shop drawings for sewer infrastructure and apron paving. Apron construction is proceeding, with approved shop drawings for sanitary sewer and permit submittal, while there is a near term plan to coordinate with Southeast Toyota in preparation of sewer work. Hangar construction is also proceeding, with interior framing now complete and two-hour fire wall framing to be completed this week, with electrical installations approaching 95% completion and air conditioning near 98% completion, and with hangar doors now installed and related door motor work ongoing. Landside site work is also proceeding, with survey activities associated with light pole, electrical, dumpster, and parking lot work, and with FPL electrical service plans finally now completed after eighteen months of coordination, enabling our contractor to now take steps to provide onsite conduits for FPL's primary service connection to be followed by energizing the site.

Company Background and Corporate Financial Strength

Mr. Ignacio Martinez, a United States citizen of Venezuelan origin, is the principal owner of KCFXE and related companies as described below. Mr. Martinez is a FAA-licensed private pilot with instrument and multi-engine ratings and has a background in real estate development, which he used to acquire Windsor Jet and its operations at Parcel 2A in 2010, discussed further below.

KCFXE, a Florida limited liability company, is a wholly-owned subsidiary of FXE FBO Holdings, LLC ("FXEFBO"), also a Florida limited liability company, which is controlled by Mr. Martinez, who owns 86% of the company. FXEFBO also wholly owns W Aviation, LLC, a Florida limited liability company that is a FBO operator at Fort Lauderdale Executive Airport. Mr. Martinez also owns 100% of Professional Flight Transport, Inc. d/b/a Windsor Jet Management ("Windsor Jet"), a Florida corporation and GTN Properties, LLC ("GTN"), a Florida limited liability company. The following companies, including KCFXE, comprise the bulk of the family of companies at Fort Lauderdale Executive Airport with ties to KCFXE through ownership by Mr. Martinez:

1. FXEFBO – holding company that owns KCFXE and W Aviation, LLC.
2. KCFXE – leaseholder for Parcel 8AB (and, additionally, prospective leaseholder for Parcel 8G for Phase III improvements)
3. W Aviation, LLC – FBO operator at Parcel 8AB and north side of the airport.
4. GTN – option holder for purchase of company that leases Parcel 2A (prospective leaseholder for Parcel 2A).
5. Windsor Jet – FAA Part 135 certified air carrier, nine-jet fleet operator, aviation services, and jet charter company with offices at Parcel 2A

Together, these companies form an interrelated ecosystem of commercial enterprises that Mr. Martinez has invested in since 2013 to develop an overall enterprise-wide operation employing over 140 local people, many of whom reside in the City of Fort Lauderdale.

In the interest of transparency to you and City staff, KCFXE is providing its confidential balance sheets as a separate attachment to this letter. KCFXE claims a proprietary interest and trade secret status relating to the following exhibits such that they shall be exempt as public records and treated as confidential by the City of Fort Lauderdale and its agencies:

Exhibit B – KCFXE balance sheet

Exhibit C – Windsor Jet Management balance sheet

Exhibit D – W Aviation balance sheet

Exhibit E – W Aviation \$1.15 million deposit balance at PNC Bank as of 5/14/2018

Exhibit F – BB&T \$9.5 million construction financing underwriting letter for KCFXE

KCFXE respectfully requests that the exhibits referred to above (Exhibits B – F) not be publicly disclosed or be included in any public records requests.

The above information demonstrates that KCFXE and its related companies have ample and adequate financial strength and financing capacity sufficient to meet its construction commitments to the airport and successfully operate and grow the KCFXE family of businesses.

In the past year the KCFXE related companies were victimized by a disappointing breach of trust and contractual obligations tied to a failed business transaction that caused a slowdown to business operations, which, coupled with frustrating delays we were experiencing in permit review by the City, worked to impede our desired progress. The circumstances surrounding those events are the subject of pending litigation by Mr. Martinez and his companies in which he hopes to obtain a remedy for the injuries suffered; however, in light of that pending but as yet unfiled litigation, the details of that slowdown cannot be discussed in detail except to say that the difficulties stemming from that period now are under control and the business has stabilized. However, during period in question, Mr. Martinez had to access long term assets held abroad and direct those funds to the U.S. businesses consisting of KCFXE and the related companies.

The timing necessary to access and move those funds unfortunately did not always and neatly correspond with Mr. Martinez's ideal and desired pace of expenditure for KCFXE, and so there was some slow down that occurred with the current capital construction project for Phase II as a result, and some contractors filed lien claims in order to assure their payment. Today, all liens

have been released relating to delayed payments for Phase II construction activities. Airport staff has confirmed that as of May 15, 2018, there were no remaining claims of liens as reflected in the correspondence between Inez Huerta and Laura Morton attached as **Exhibit G**.

KCFXE and Mr. Martinez's related companies have adequate capital and financing sources at hand to meet obligations for Phase II and Phase III construction projects.

Marketing Initiatives

KCFXE is looks forward to finishing the remaining improvements to complete the Phase II build out on Parcel 8AB as well as continuing with the construction of Phase III on Parcel 8G. Doing so not only follows through on our own business strategy but also puts us in a position from a facility capacity standpoint of being able to fulfill and deliver on market expectations from concrete prospective clients.

Specifically, KCFXE has already received pre-lease hangar space commitments from thirteen companies and individuals who would like to trust KCFXE with the care and keeping of their airplanes in the Phase II facility, a partially redacted confidential list of whom is included as **Exhibit H**. KCFXE respectfully requests that Exhibit H not be publicly disclosed or be included in any public records requests.

With other KCFXE-related FBO and general aviation services companies in Aruba and Venezuela, KCFXE is poised to attract additional flights to our airport including, for example, medical ambulatory flights that will increase not only our activity at the airport but also bring a regular stream of additional medical treatment business to doctors, hospitals, and clinics in the surrounding area from patients seeking high quality medical care available in the United States and South Florida, particularly. Mr. Martinez's ties to individuals in Venezuela will continue to serve as a continuing flow of affluent individuals, many of whom choose to invest in real estate and fuel aspects of our local economy related to land development.

Construction and Permitting Status

As discussed above, KCFXE has engaged the services of KHA to assist in coordination and oversight of the remainder of the Phase II and Phase III construction activities. In addition to the current status of activities as reflected in the first Weekly Report, KHA has conducted a due diligence review of our permitting activities relating to the Phase II expansion and has provided a memorandum report dated May 22, 2018 that details those findings, attached as **Exhibit I**.

This report lists the various permits that must be obtained from the Federal Aviation Administration ("FAA"), Florida Department of Environmental Protection ("FDEP"), South Florida Water Management District ("SFWMD"), Broward County, and the City of Fort Lauderdale.

Regarding City permitting requirements twenty-three permits are expected to be required. Of these, thirteen general construction permits have been issued, and ten permits remain to be issued.

Regarding FAA, FDEP, SFWMD, and County permitting requirements, all five site civil permits

have been issued and obtained, and it is expected that dewatering civil permitting will not be necessary.

At KCFXE's request, KHA has been in communication with the project's general contractor to obtain a timeline for completion of the Phase II construction activities, a review-sealed markup of which is attached as **Exhibit J**, which indicates that completion of this Phase can occur within 180 days. KCFXE and its general contractor will adhere to this timeline.

At the April 26, 2018 Aviation Advisory Board meeting, there was a question raised seeking explanation of expired/cancelled permit # 15020857 ("the '857 Permit"), which originally was obtained as part of the Phase II capital construction project. In response to that inquiry, KCFXE requested that KHA analyze the issue and prepare the written explanation dated May 7, 2018, attached as **Exhibit K**.

KHA has found that the permit in question is a paving and grading permit that was issued to Nebenka Construction, LLC on August 4, 2015 for construction relating to the exfiltration trench and lime rock base course installations. An asphalt lift was next due to be applied, but Nebenka did not have the background necessary for aspects of that portion of work. JMS Construction Services was later brought in as a subcontractor under KCFXE's general contractor Walker Design & Construction ("WDC") to perform the work. KCFXE executed an agreement with WDC on February 3, 2017 for the construction of two hangars relating to Phase II. The hangars were assigned master building permit # 16021335 ("the '335 Permit") on April 21, 2017. The '857 Permit and '335 Permit originally were unrelated, but now the '857 Permit has been renewed, transferred to WDC, and attached to the '335 Permit. The status of the '857 Permit in question is now open.

Financial Responsibility to the City

KCFXE takes its commitments to the City seriously. KCFXE can report that its payment obligations to the City are current as shown in **Exhibit L**, which includes records of payments and receipts from January 2018 to present for lease, fuel flowage fees, and temporary parking fees.

Community Outreach

Mr. Martinez has long believed that civic participation and giving back to the community are hallmarks of the best companies and an obligation of the fortunate to the less fortunate. Consistent with that philosophy, Mr. Martinez regularly directs his companies, resources, and employees to serve others where they can and to be forces for positive change.

As such, the KCFXE related companies and its employees have happily answered the call, literally, by sponsoring and contributing to the activities of Our Father's House Soup Kitchen, Inc., as well as annually serving Christmas Eve dinners for up to 200 homeless persons at a time and by hosting charity benefits for organizations such as the Special Olympics Florida, underwriting various charitable initiatives of the Rotary Club of Fort Lauderdale, and undertaking direct hurricane relief efforts by delivering planeloads of supplies to stricken areas in Puerto Rico, the Florida Keys, and elsewhere, for example.

Rufus A. James
May 22, 2018
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Mr. Martinez is committed to helping our community be the best it can be. We recognize this is a consideration that is often overlooked in dollars and cents analysis and performance assessments, but KCFXE considers its business at the airport as a partnership, and we believe it is important to choose partners carefully with at least an eye to less tangible factors such as civic orientation. We do have a strong civic orientation and look forward to the opportunity to continue to grow our business, serve the community, and, of course, be a healthy and thriving part of the overall airport operation at Fort Lauderdale Executive Airport.

To this end, we have drafted a proposed lease amendment for review and consideration, attached as **Exhibit M**. We look forward to working with you and your staff along these lines and continuing our discussions relating to Parcel 2A and 8G.

Sincerely,



Steven Wherry

Cc: Mr. Carlton M. Harrison, Assistant Airport Manager
Mr. Ignacio A. Martinez
Mark B. Goldstein, Esq.



May 18, 2018

Mr. Rufus James
Airport Manager
Fort Lauderdale Executive Airport
6000 NW 21st Avenue – Suite 200
Fort Lauderdale, Florida 33301

RE: *W Aviation Site Development Progress Summary Memorandum*

Dear Mr. James:

Kimley-Horn is please to submit this project status update in support of KC FXE Aviation Investments, LLC's commitment to maintaining communication with City Staff regarding the progress of the W Aviation development. Our project status is a as follows:

PROJECT STATUS

- Permits:
 - Sanitary Sewer Permit:
 - Contractor has completed their application and estimate in preparation of this permit's submittal. Permit expediter submitted permit to the City on 5/18/2018.
 - Plan Revision 8:
 - Project architect is in the process of revising plans to update the mechanical and electrical plans based on owner directed changes. Revisions are on-going.
- Shop Drawings:
 - Precast Sewer Manhole – CLOSED
 - Received: 5/2/2018
 - Responded: 5/10/2018
 - Sewer Pipe Fittings – CLOSED
 - Received: 5/3/2018
 - Responded: 5/11/2018
 - P-401 Job Mix Formula Submittal:
 - Review of the P-401 JMF for the apron paving has been on going. The Contractor submitted a third revision of the tensile strength ration test on 5/16/2018. This is the last remaining item to approve the JMF. Flynn engineering will review and providing comments
- Apron Construction:
 - Sanitary sewer:
 - Shop drawings have been approved and contractor has ordered structures. Fabrication is expected to take 2 to 4 weeks.
 - Permit was submitted on 5/18/2018. Permit review is expected to take 30 days.
 - Kimley-Horn will coordinate a meeting between Contractor and Southeast Toyota in preparation of sewer work

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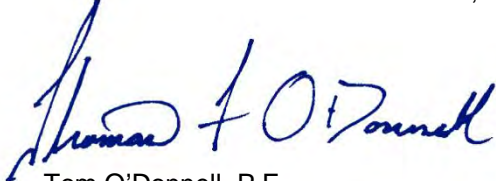
Page 2

- Drainage:
 - Deformation was observed on the lime rock base near the exfiltration pipes. Contractor to review this area and determine corrective action.
- Lime Rock Base:
 - As built survey of apron area is required to determine existing grades.
 - Contractor to rework base to conform with plans.
 - Priming and sanding
- Hangar Construction:
 - Interior framing has been completed – CLOSED
 - 2-hour fire wall framing is on-going and expected to be completed by week of 5/21/2018.
 - Electrical installation has reached roughly 95% completion.
 - A/C construction has reached roughly 98% completion. Start-up, testing, balancing, and commissioning are required.
 - Hangar Doors:
 - Doors have been installed.
 - Door motor work is ongoing.
- Landside Site Work:
 - FPL Service:
 - After about 18 months of working with FPL to provide primary electrical service they have completed their plans. The contractor is working on change order to provide onsite conduits for FPL's primary service. Once completed and installed FPL can work on providing service.
 - Light polo layout awaiting survey
 - Electrical layout awaiting survey
 - Dumpster layout awaiting survey
 - Parking lot awaiting survey

Please contact me at (561) 840-0825 or tom.odonnell@kimley-horn.com should you have any questions regarding this information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Tom O'Donnell, P.E.

cc: Fernando Blanco, Airport Engineer
Carlton Harrison, Assistant Airport Manager
Leonel Leon, Vice President of W Aviation

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Steven Wherry

From: Leonel Leon <lleon@waviation.net>
Sent: Thursday, May 17, 2018 12:05 PM
To: Steven Wherry
Cc: Mark B. Goldstein; imartinez@windsorjet.com
Subject: FW: No Claim of Liens in Parcel 8AB

Steven,
FYI

Please see email below, where City of Fort Lauderdale is conforming there is no claim of liens in our project.
All my Best,

Leonel A. Leon
Vice President

5901 NW 24th Way | Fort Lauderdale | FL 33309

Phone: 954-938-1962

Mobile: 954-383-8677 | **Fax:** 954-938-9505

www.waviationfbo.com



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From: Inez Huerta
Sent: Tuesday, May 15, 2018 10:41 AM
To: Leonel Leon <lleon@waviation.net>
Subject: FW: Parcel 2A and 8AB Insurance Request

Per your request.

Regards,

Inez Huerta

Controller

5901 NW 24th Way | Fort Lauderdale | FL 33309

Phone: 954-938-1962 Ext: | **Fax:** 954-337-0290

www.waviationfbo.com



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From: Laura Morton <LMorton@fortlauderdale.gov>
Sent: Tuesday, May 15, 2018 9:26 AM
To: Inez Huerta <inezhuerta@waviation.net>
Subject: RE: Parcel 2A and 8AB Insurance Request

Sorry I was out of the office yesterday. I don't see any other Claim of Liens outstanding at this time. Let me know if you have any other questions.



From: Inez Huerta [<mailto:inezhuerta@waviation.net>]
Sent: Friday, May 11, 2018 12:30 PM
To: Laura Morton
Subject: RE: Parcel 2A and 8AB Insurance Request

Good afternoon. I am reaching out to you to verify if there are any other lien request toward KC FXE / W Aviation construction project.

I am aware of the Advance Fire that I paid in full and attached the copy of Consideration of release from Advance Fire.

I am trying to make sure my files are up to date.

Regards,

Inez Huerta

Controller

5901 NW 24th Way | Fort Lauderdale | FL 33309

Phone: 954-938-1962 Ext: | Fax: 954-337-0290

www.waviationfbo.com



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MEMORANDUM

To: Mr. Leonel Leon
KC FXE Aviation Investments, LLC

From: Tom O'Donnell, P.E.
Kimley-Horn and Associates, Inc.

Date: May 22, 2018

Subject: W Aviation Expansion Permit Due Diligence Memo

Kimley-Horn and Associates, Inc. (Kimley-Horn) has prepared a limited permit due diligence memorandum at the request of KC FXE Aviation Investments, LLC (Client). The subject property (Site) is located at 5900 NW 24th Way, Fort Lauderdale, Broward County, FL 33309 (Township 49, Range 42, Section 08). The Client has leased Parcels 8A and 8B adjacent to Taxiway F at Fort Lauderdale Executive Airport (FXE). This +/- 8.68 – acre Site has obtained site plan approval and development permits to construct four hangars and an FBO building in two phases. Phase I consists of the eastern two hangars, which is currently under construction. Phase II consists of the western two hangars and FBO building. The Client has requested Kimley-Horn to provide a limited permit due diligence of Phase I of the project to ensure all construction permits are procured as per the Client's contract with the City of Fort Lauderdale.

Site Information:

Per the Official City of Fort Lauderdale Zoning Map, the property is currently zoned as General Aviation Airport District (GAA). This correlates with the proposed redevelopment of the property, therefore, rezoning of the parcel was not anticipated. As per the Property Appraisal Information, the subject Site is identified as one (1) folio number (494209290080), and includes 29,535 square feet (SQFT) of building area. Approximately 75% of the subject property is located within a regulatory floodway, Zone AH, with a base flood elevation of 10 NGVD (Panel 12011C0358H). The remaining +/- 25% of the property is located in an area of minimal flood hazard, FEMA Flood Zone X, as determined by the Federal Emergency Management Agency (FEMA). Per the Broward County Emergency Evacuation Map, the Site is not located within an Emergency Evacuation Zone.

Permitting:

Any redevelopment at the Site must obtain the appropriate construction permits from the applicable agencies having jurisdiction over the Site. The Site is located within Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), Broward

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County, and City of Fort Lauderdale jurisdictions. Thus, permits must be obtained from each of the aforementioned agencies.

General Construction Permits:

The City of Fort Lauderdale Public Works and Building Departments are responsible for issuing the General Building Permit and associated discipline-specific permits for any construction within FXE. As per email confirmation with City of Fort Lauderdale Building Department Staff (Exhibit A), permits that have been obtained under the City of Fort Lauderdale General Building Permit No. 16021335 include the following:

- Tree Removal Permit No. 16030384
- General Mitigation Permit No. 17041858
- Electrical Fire Alarm System Permit No. 16061871
- Plumbing Fire Sprinkler System Permit No. 16061870
- Electrical Communication Line Permit No. 16021346
- Plumbing Permit No. 16021344
- Mechanical Permit No. 16021342
- Building Permit No. 16021335
- Landscape Single Tree Removal Permit No.15020980
- Building Concrete Construction Permit No. 15020979
- Plumbing Storm Drainage Permit No. 15020978
- Building Paving & Drainage Permit No. 15020857

Permits that have NOT been obtained under the City of Fort Lauderdale General Building Permit No. 16021335 include the following:

- General MOT Permit No. 16121868
- General Paving & Grading Permit No. 16121867
- General Sewer Permit No. 16121866
- Plumbing Fire Main Permit No. 16121865
- Plumbing Water Permit No. 16090033
- Plumbing Sewer Permit No. 16090031
- Electrical Low Voltage Permit No. 16061874
- Plumbing Lawn Sprinkler Permit No. 16061873
- Landscaping General Permit No. 16021350
- Building Roof Permit No. 16021348

Civil Permits:

Based on communications with the applicable permitting agencies, all civil-related permits have been obtained for the W Aviation Phase I construction project. At this time, a dewatering permit has not been obtained from FDEP, SFWMD, or Broward County, as dewatering has not been anticipated, or encountered, during the construction of this project. The required (and issued) civil construction permits are as follows:

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Proposed Stormwater Improvements:

- South Florida Water Management District Environmental Resources Permit No. 2014-087-0 (Exhibit B)
- Broward County Environmental Protection Division Surface Water Management License No. SWM2014-087-0 (Exhibit B)

Proposed Potable Water and Sanitary Sewer Improvements:

- Broward County Environmental Protection Division License for Installation of Wastewater Collection/Transmission System Permit No. WW-62279 (Exhibit C)
- Broward County Department of Health General Permit for Water Main Extension Permit No. 0126081-546-DSGP (Exhibit D)

Proposed Redevelopment within an Aviation District:

- Federal Aviation Administration (FAA) 7460-1 Approval (Exhibit E)

Environmental Permits:

Based on the Broward County Wetlands Map, there are no known wetlands within the Site boundaries of the property. Additionally, based on the Broward County Pollution, Prevention, Remediation, and Air Quality Division Contaminated Sites Map, there is no known contamination on-site. Lastly, the Site is located within a protected wildlife habitat for two (2) state-designated threatened species, Burrowing Owls and Gopher Tortoises, as per the Florida Fish and Wildlife Conservation Commission. However, since the Site has previously been developed, the Florida Fish and Wildlife Conservation Commission does not require Burrowing Owl and Gopher Tortoise Permitting for this Site. Ultimately, additional environmental permits from the Army Corps of Engineers, Florida Fish and Wildlife Conservation, South Florida Water Management District, or Broward County agencies will not be required.

Conclusion:

Based on the limited permit due diligence performed for the Site, the Client has several outstanding City of Fort Lauderdale permits that need to be obtained prior to resuming construction. All civil-related permits have been issued from the correlated agencies having jurisdiction over the Site, and have been attached as Exhibits for reference purposes. At this time, there are no anticipated environmental permits required for redevelopment of the Site.

Maring, Marissa

From: Joy Nichols <JNichols@fortlauderdale.gov>
Sent: Friday, May 18, 2018 8:39 AM
To: Maring, Marissa
Subject: Sent from Snipping Tool
Attachments: SnipImage.JPG
Categories: External

See following page for
Snipimage.JPG

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Permit Information - CITY OF FORT LAUDERDALE

File Edit Actions Details Links Tools Favorites Help

Search Criteria

Permit Property Defined Fields

Permit Number Permit Type Include voids

General Contractor Apply Date

Master Number 16021335 Permit Issue Date

Project Status

Applicant

Find Advanced Sounds Like Search

Permit	Status	Type	Address	Owner	Purpose
17041858	Printed	GMITIGATN	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	MITIGATION 16021335
16121868	Applied	GMOT	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	GMOT 16021335
16121867	Applied	GPAVING	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	GPAVING 16021335
16121866	Applied	GSEWER	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	GSEWER 16021335
16121865	Applied	PFIREMAIN	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	FIRE LINE 16021335
16090033	Applied	PPIPINGREP	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	WATER ON-SITE FOR BP #16021335
16090031	Applied	PPIPINGREP	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	SEWERS ON-SITE FOR BP #16021335
16061874	Applied	ELOW-VOLT	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	LOW VOLTAGE WIRING FOR NEW HANGAR BP 160
16061873	Applied	PLAWNSPRI	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	LAWN SPRINKLER SYSTEM FOR NEW HANGAR BF
16061871	Printed	EFIREALARM	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	FIRE ALARM SYSTEM FOR NEW AIRPLANE HANGA
16061870	Printed	PFIRESPRIK	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	FIRE SPRINKLER FOR NEW AIRPLANE HANGAR BP
16030384	Printed	LTREEREMO	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	REMOVE SPECIMEN TREE 261 WITH EQUIVALENT
16021350	Applied	LGENERAL	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	GENERAL LANDSCAPING FOR BP #16021335
16021348	Applied	BROOFNEWF	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	NEW METAL ROOF FOR AIRCRAFT HANGAR (BP #1
16021346	Printed	ECOMMNEW	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	ELEC FOR NEW COMM CONSTRUCT (BP #16021335)
16021344	Printed	PPLUMBCOM	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	PLUMB FOR NEW CONSTRUCTION (BP #16021335)
16021342	Printed	MACNEWCO	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	NEW A/C INSTALLATION AND DUCT WORK (BP #160
16021335	Printed	BNEWCSW	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	NEW COMM 40K SQ/FT METAL AIRPLANE HANGAR
15020980	Printed	LSINGLE	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	REMOVE 51 TREES AND 3 PALMS AS PER SHET TS
15020979	Printed	BPAVINGC	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	CONCRETE SIDEWALK ONSITE FOR BP15020857
15020978	Printed	PSTORMPIP	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	STORM DRAINAGE FOR BP15020857
15020857	Printed	BPAVINGA	5900 NW 24 WAY	CITY OF FORT LAUDERDALE %	PAVING & DRAINAGE

22 match(es) found.

OK Back Print Status Contractors Fees Plan Reviews Inspections Print Permit Pay Adjustments Holds Copy Permit Close Permit Overrides Notes Attachments

OVR



January 30, 2015

City of Fort Lauderdale
Attention: Rufus James, Airport Operations Supervisor
6000 NW 21 AVE
Fort Lauderdale, FL 33309

Group W Aviation
5901 NW 24th Way
Fort Lauderdale, FL 33309

RE: W Aviation
City of Fort Lauderdale, S/T/R (08-49-42)

This is to notify you of the Environmental Protection and Growth Management Department's (EPGMD) action concerning your application received 09/15/2014. The application has been reviewed for compliance with the following requirements:

ERP Review - GRANTED

EPGMD has the authority to review the project for compliance with the provisions of Chapter 373, Part IV, Florida Statutes pursuant to an agreement between EPGMD, DEP and the SFWMD. The agreement is outlined in a document entitled "DELEGATION AGREEMENT AMONG THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, AND BROWARD COUNTY."

Based on the information submitted, Environmental Resource Permit No. 06-07062-P was issued on 01/30/2015.

Broward County Surface Water Management Review - GRANTED

EPGMD has reviewed the project for compliance with the Surface Water Management requirements of Chapter 27, Article V Sec. 27-191 through 27-202 of the Broward County Code.

Based on the information submitted, Surface Water Management License No. SWM2014-087-0 was issued on 01/30/2015. The above named licensee is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents and specifications, as submitted by licensee, and made a part hereof.

Please be advised that no Certificate of Occupancy can be issued on this project until released, in writing, by all EPGMD divisions as required. Such release will be pending approval of any engineering certifications required by specific condition No. 15.

The above referenced approvals will remain in effect subject to the following:


1. Not receiving a filed request for a Chapter 120, Florida Statutes administrative hearing;
2. the attached SFWMD General Conditions;
3. the attached SFWMD Special Conditions;
4. the attached Broward County General Conditions;
5. the attached Broward County Specific Conditions;
6. the attached __Í__ exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the attached "Notice of Rights", we will assume you concur with the action taken by EPGMD.

Issuance of the above referenced Broward County license(s) constitutes a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinance.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on 01/30/2015, in accordance with Section 120.60 (3), Florida Statutes.

By: 
Ashley Resta, P.E.
Surface Water Management Program

Enclosed are the following:

- executed staff report;
- set(s) of stamped and approved plans;
- application fee receipts;
- Notice of Rights; and
- Inspection Guidelines Brochure.



Surface Water Management Program

“What to Expect When We Are Inspecting Surface Water Management Systems”

A guideline for **engineers, contractors, and licensees** of surface water management systems when applying for the release of Certificate(s) of Occupancy.

The intent of this document is to establish some guidelines to achieve compliance with the Code while maximizing customer service needs to licensees and their agents and the local building departments by facilitating the Certificate(s) of Occupancy (CO) release procedure for building projects. It is also the intent of this document to encourage licensees and their agents and the local building departments to not put our inspection staff on the “critical path”. ***We recognize that the local building departments must adhere to the requirements of the Florida Building Code and the requirements of Article I of the Broward County Natural Resource Protection Code.***

The Environmental Licensing and Building Permitting Division (ELBPD) - Surface Water Management Licensing program has the responsibility of reviewing designs, licensing, and inspecting surface water management systems within portions of Broward County under the provisions of the Broward County Natural Resource Protection Code, Chapter 27, Section 27-191 through Section 27-201. This includes enforcement for the purpose of protecting our natural resources. This document contains specific information about the ELBPD’s surface water management inspection procedures, review of record/as-built drawings, and time required to complete the procedure successfully. Please be advised this document may be included with the approved license and may be modified on an as-needed basis.

The following certification package must be submitted at least two (2) weeks prior to the anticipated date of occupancy; exceptions may be made on a case by case basis.

Note: Item 1 is not applicable to plans stamped as General Licenses (GL##-###). Items 2 & 3 may apply to GL if plans are stamped for construction certification.

1. Final Record/As-built Drawings (hard copy and electronic) of the site, lake/canal slopes, control structure(s) or overflow structure(s) (where applicable), and Finished Floor Elevation(s); etc.
2. Signed and sealed letter from a Florida-Registered Professional Engineer certifying all components of the surface water management system were constructed in substantial conformance with the approved plans; and
3. When requesting a partial certification include a \$100 partial certification fee (fees are subject to change). The certifying engineer must indicate that a substantial amount of the water management system has been constructed to serve the partial phase to satisfy the water quality and water quantity requirements of the Code and exactly which lots/buildings are requested for release.

Staff will perform an inspection on a first-come first-served basis of the above items. A successful submittal of the required items will prevent unwanted delays in the inspection and CO release processes.

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1. The engineer's letter must contain the appropriate certification language. The suggested wording is located in the Code and in the specific conditions of the license. The letter must be signed and sealed. It is imperative that the engineer of record describe any minor modifications to the system that were made during the construction of the project. However, substantial modifications must have received prior approval by the Surface Water Licensing Program.
2. The as-built/record drawing must document the Finished Floor Elevation(s) showing substantial conformance with approved plans.
3. In addition to rim, manhole, and pipe invert elevations, the plans should contain a sufficient amount of survey information to show that the site grades and perimeter grades were constructed in substantial conformance with the approved plans.
4. If part of the approved system, lake and canal slope as-built plans should contain a substantial number of cross sections (a minimum of 1 section per 50 linear feet is preferred) to show compliance with the Department's slope criteria. The staff reserves the right to require additional slope cross sections as necessary as well as slope regrading. Surface area calculations at the control elevation should be submitted for lakes.
5. Control structure or overflow structure information must show all (as-built) dimensions and elevations.
6. All catch basin and manhole structures must have appropriate mudwork to prevent seepage that could lead to structure/asphalt failures and subsequent turbidity violations.
7. All catch basins, manholes, and pipes must be relatively free of sediment and debris and must be accessible to staff. Arrangements should be made with staff for inspecting basins that are covered with fabric materials for sediment control purposes. Fabric must be removed by the licensee or other appropriate personnel prior to the inspection.
8. Lake, canal, swale, dry detention/retention area slopes must be stabilized through appropriate measures, i.e, no evidence of erosion or sedimentation should be encountered during the inspection. Arrangements should be made with staff with regards to timeliness of sodding or seeding slopes and bottoms of dry detention/retention areas.
9. All baffle mechanisms must be made water tight at all contact surfaces of basin walls by a durable gasket device.

Successful compliance with the above items will insure a timely release of the Certificate(s) of Occupancy from division staff.

Upon completion of the field inspection, arrangements with inspection staff will be made to correct all observed field deficiencies. With your cooperation, the Operation Letter will be released upon correction of all field deficiencies.

Environmental Licensing and Building Permitting Division

Surface Water Management Program
1 North University Drive, Suite 201-A • Plantation, Florida 33324
Phone 954-519-1483 FAX 954-519-1412

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NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the Broward County Environmental Protection and Growth Management Department's (EPGMD, formerly known as Department of Planning and Environmental Protection or DPEP) action under the "Delegation Agreement Among the Florida Department of Environmental Protection, the South Florida Water Management District and Broward County" has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on an EPGMD decision which does or may affect their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, electronic mail, or posting that the EPGMD has or intends to take final agency action, or publication of notice that the EPGMD has or intends to take final agency action. Any person who receives written notice of an EPGMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

FILING INSTRUCTIONS

The Petition must be filed with the EPGMD Enforcement Administration Section's Environmental Compliance Administrator. Filings with the Environmental Compliance Administrator may be made by mail, hand-delivery, or e-mail. **Filings by facsimile will not be accepted after October 1, 2014.** A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Environmental Compliance Administrator, at the Broward County government offices in Plantation, Florida. Any document received by the EPGMD Enforcement Administration after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Environmental Compliance Administrator, Enforcement Administration Section, 1 N University Drive, Mailbox 307, Plantation, FL 33324.
- Filings by hand-delivery must be delivered to the EPGMD Enforcement Administration Section. **Delivery of a petition to the Broward County security desk does not constitute filing. To ensure proper filing, it will be necessary to request the Broward County security officer to contact the Environmental Compliance Administrator's office.** An employee of the Environmental Compliance Administrator's office will receive and file the petition.
- Filings by e-mail must be transmitted to the EPGMD Enforcement Administration Section at epdhotline@broward.org. The filing date for a document transmitted by electronic mail shall be the date the EPGMD Enforcement Administration Section receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other

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parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the EPGMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, EPGMD file number or any other EPGMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency decision.
4. A statement of when and how the petitioner received notice of the EPGMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the EPGMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the EPGMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the EPGMD to take with respect to the EPGMD's proposed action.

A person may file a request for an extension of time for filing a petition. The EPGMD may, for good cause, grant the request. Requests for extension of time must be filed with the EPGMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the EPGMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the EPGMD takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The EPGMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final EPGMD action may seek judicial review of the EPGMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the District Clerk within 30 days of rendering of the final EPGMD action.

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1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

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9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

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SFWMD Special Conditions
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1. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
2. Measures shall be taken during construction to insure that sedimentation and/or turbidity problems are not created in the receiving water.
3. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
4. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
5. The conditions outlined in the Broward County Specific Conditions section, except where language specifically relates to Broward County Code, are incorporated into these SFWMD Special Conditions.
6. Operation of the surface water management system shall be the responsibility of permittee.

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1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by the Environmental Protection and Growth Management Department (EPGMD) pursuant to Chapter 27 of the Broward County Code of Ordinances. The EPGMD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by the EPGMD.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with this chapter, the licensee shall notify the EPGMD within eight (8) hours or as stated in the specific section of this chapter. Within three (3) working days of the event, the licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the EPGMD, may be used by the EPGMD as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, and shall comply with all provisions of the most current version of this chapter, as amended.
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times by EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.

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Conditions

1. The licensee shall allow authorized personnel of the Environmental Licensing and Building Permitting Division (ELBPD), municipality or local water control district to conduct such inspections at reasonable hours, as are necessary to determine compliance with the requirements of the license and the approved plans and specifications.
2. The responsible entity shall agree to maintain the operating efficiency of the water management works. Except in cases where the responsible entity is a governmental agency, the agreement shall further require that if the water management works is not adequately maintained, the County may undertake the required work and bill all associated costs to the responsible entity. If the payment for such obligations is not satisfied within 30 days, said obligation shall become a lien against the property associated with the water management works. Where ownership of the water management works is separate from property ownership, the ELBPD shall require these agreements to be recorded.
3. The licensee shall prosecute the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The licensee shall institute necessary measures during the construction period, including fill compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters. Any erosion, shoaling or deleterious discharges due to permitted actions will be corrected promptly at no expense to the County.
4. The licensee shall comply with all applicable local land use and subdivision regulations and other local requirements. In addition, the licensee shall obtain all necessary Federal, State, local and special district authorizations prior to the start of any construction alteration of works authorized by this license.
5. Offsite discharges during construction and development shall be made only through the facilities authorized by this license. Water discharged from the project shall be through structures having a mechanism for regulating upstream water stages. Stages may be subject to operating schedules satisfactory to the appropriate regulatory agency.
6. The licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the license.
7. The license does not convey property rights nor any rights or privileges other than those specified therein.
8. No construction authorized by the license shall commence until a responsible entity acceptable to the ELBPD has been established and has agreed to operate and maintain the efficiency of the system. The entity must be provided with sufficient ownership so that it has control over all water management facilities authorized therein. Upon receipt of written evidence of the satisfaction of this condition, the ELBPD will issue authorization to commence the construction.
9. No beautification, or erection of any structure that will prohibit or limit access of maintenance equipment or vehicles in the right-of-way or easements will be allowed.
10. Any license which grants any entity the permission to place a structure on property which is owned by Broward County or upon which Broward County has an easement shall be construed to create a revocable license for that structure to remain on the property. Broward County may require removal of such a structure at no cost to the County.
11. The area under license will be maintained in a safe and operating condition at all times. Equipment will be promptly removed from the right-of-way or easement and the right-of-way or easement will be restored to its original or better condition within a reasonable time on termination of the authorized use.
12. The ELBPD will be notified, as required in the license or as indicated on the approved plans, to coordinate and schedule inspections.
13. The operation or construction will be in accordance with the approved details and plans submitted with the application. Any modification must be submitted to the ELBPD in writing and receive prior approval.
14. Monitoring may be required for sites with high pollutant generating potential, such as industrial sites, Class I and II solid waste disposal sites, and projects discharging to areas identified in Section 27-200 (b) (1) (o). Such monitoring will be under the cognizance of the ELBPD.

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15. Upon completion of the construction of a surface water management system or phase thereof licensed by the ELBPD, it is a requirement of the issuance of the license, and hence transfer of operation and maintenance responsibility, that a Florida Registered Professional Engineer certify that the surface water management system was indeed constructed as licensed. Certified record drawings shall accompany the certification. Suggested wording for this is as follows:

I HEREBY CERTIFY TO THE CONSTRUCTION COMPLETION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCES PROJECT AND THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE BROWARD COUNTY ELBPD, AND HEREBY AFFIX MY SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

16. Water management areas shall be legally reserved to the operation entity and for that purpose by dedication on the plat, deed restrictions, easements, etc., so that subsequent owners or others may not remove such areas from their intended use. Management areas, including maintenance easements, shall be connected to a public road or other location from which operation and maintenance access is legally and physically available.

17. The licensee shall notify the ELBPD in writing within twenty-four (24) hours of the start, finish, suspension, and/or abandonment of any construction or alteration of works authorized by this license.

18. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.

19. The operation license shall be valid for a specific period of time not to exceed five (5) years from the date the license is transferred to the operation phase. The operation license shall be renewed in accordance with Section 27 - 198 (d) (2) of the Article.

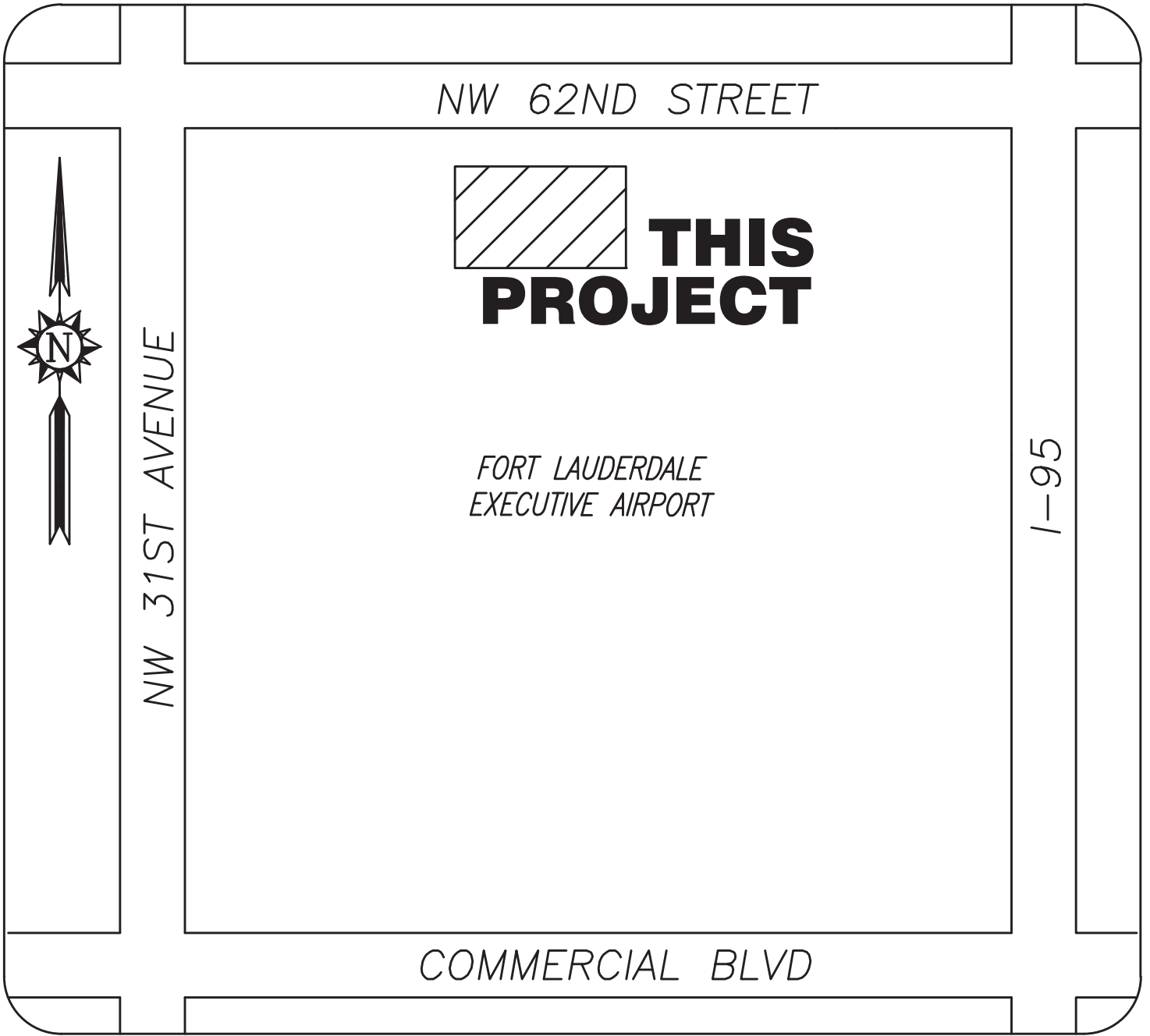
20. The ELBPD reserves the right to require additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.

21. This permit does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention and Remediation Division at (954) 519-1260 for further information.

22. The licensee shall keep a log of the operation and maintenance schedule for all components of the surface water management system.

23. The surface water management system must be inspected by the Surface Water Management Section to verify compliance with Specific Condition No. 15 of the license. In accordance with the Broward County Natural Resource Protection Code, Article I, Sec. 27-66 (f), the County agency or municipal agency charged with issuing a certificate of occupancy (CO) shall not issue a CO until notified of the ELBPD approval. Partial certifications will be handled in accordance with Specific Condition No. 18.

24. The licensee is advised that he/she is required to submit a Storm Water Notice of Intent (NOI) application at least 48 hours prior to the commencement of construction to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS #3585 at 2600 Blair Stone Road - Tallahassee, Florida 32399-2400.



LOCATION MAP

(NOT TO SCALE)

Exhibit 1

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STAFF REPORT

Project Name: W Aviation
Permit Number: 06-07062-P **License Number:** SWM2014-087-0
Application Number: 140915-12 **Concurrent Application:** L2014-204
Application Type: New Environmental Resource
Location: Broward County **Section-Township-Range:** 08-49-42
Permittee's Name: Group W Aviation and City of Fort Lauderdale

Project Area: 8.68 acres **Drainage Area:** 8.68 acres
Project Land Use: Commercial
Drainage Basin: C-13
Receiving Body: On-site Retention

Purpose:

The construction and operation of a surface water management system to serve the redevelopment of a 8.69 acre commercial development.

Project Evaluation:

Project Site Description:

The site is presently developed containing 4.35 acres of paved area and 0.67 acres of building area and a surface water management system that does not provide water quality treatment of storm runoff. The site is located within the Fort Lauderdale Executive Airport at 5901 NW 24 Way in Fort Lauderdale.

Proposed Project Design:

The proposed construction will include 0.97 acres of building area, 5.36 acres of paved area and the proposed drainage system. A system of swales, inlets and culverts will direct the storm runoff to a minimum of 3,074 LF of 5.5'H x 10'W exfiltration trench (a minimum of 1,143 LF is required for water quality purposes) for water quality treatment and stormwater attenuation.

The applicant's consultant has demonstrated through plans and calculations that proposed project meets the requirements of the Code.

Control Elevation:

Control Elevation = 1.5 ft, NAVD WSWT Control Elevation = 1.5 ft, NAVD
Method of Determination = BC Avg. Wet Season Water Table Map

Discharge Rate:

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Allowable Disch.</u>	<u>Method of Determination</u>	<u>Peak Disch.</u>	<u>Peak Stage</u>
25YR-3DAY	14.5 in.	W Aviation	0 cfs	Pre-vs-Post	0 cfs	11.62' NAVD

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Finished Floors:

The finished floor elevations have been designed to be above the computed 100-yr, 3-day zero discharge stage, the Broward County 100-yr, 3-day flood map elevation, and is compliant with the minimum FEMA elevation.

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Peak Stage</u>	<u>Prop. Min. Fin. Floors</u>	<u>BC 100-yr Map Elev.</u>
100YR-3DAY	18 inches	W Aviation	11.98' NAVD	12' NAVD	8' NAVD

Water Quality Design:

Water quality treatment will be provided in the exfiltration trench system for 2.5 inches times the percent impervious over the entire site.

<u>Basin Name</u>	<u>Treatment Type</u>	<u>Treatment Method</u>	<u>Volume Required</u>	<u>Volume Provided</u>
W Aviation	Treatment	Exfiltration Trench	1.26 ac-ft	2.32 ac-ft
			Total: 2.32 ac-ft	

Environmental Summary:

No wetland areas were identified within the project area and no wetland impacts are anticipated from the development of this parcel. Therefore, no wetland mitigation requirements have been included in the permit for this project.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, EPGMD has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

Exhibit 2B

ITEM 2
HANDOUT AT MEETING
PAGE 31 OF 80

Special Concerns:

Operating Entity: Group W Aviation
5901 NW 24th Way
Fort Lauderdale, FL 33309

Waste Water System/Supplier: G.T. Lohmeyer

Exhibit 2C

ITEM 2
HANDOUT AT MEETING
PAGE 32 OF 80

STAFF RECOMMENDATION:

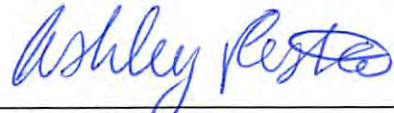
South Florida Water Management District and Broward County rules have been adhered to and an Individual Permit should be granted.

SWM2014-087-0, STAFF REVIEW:

Surface Water Management Program:

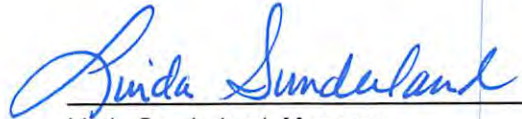


Alex Lopez



Ashley Resta, P.E.

Aquatic and Wetland Resources Program:

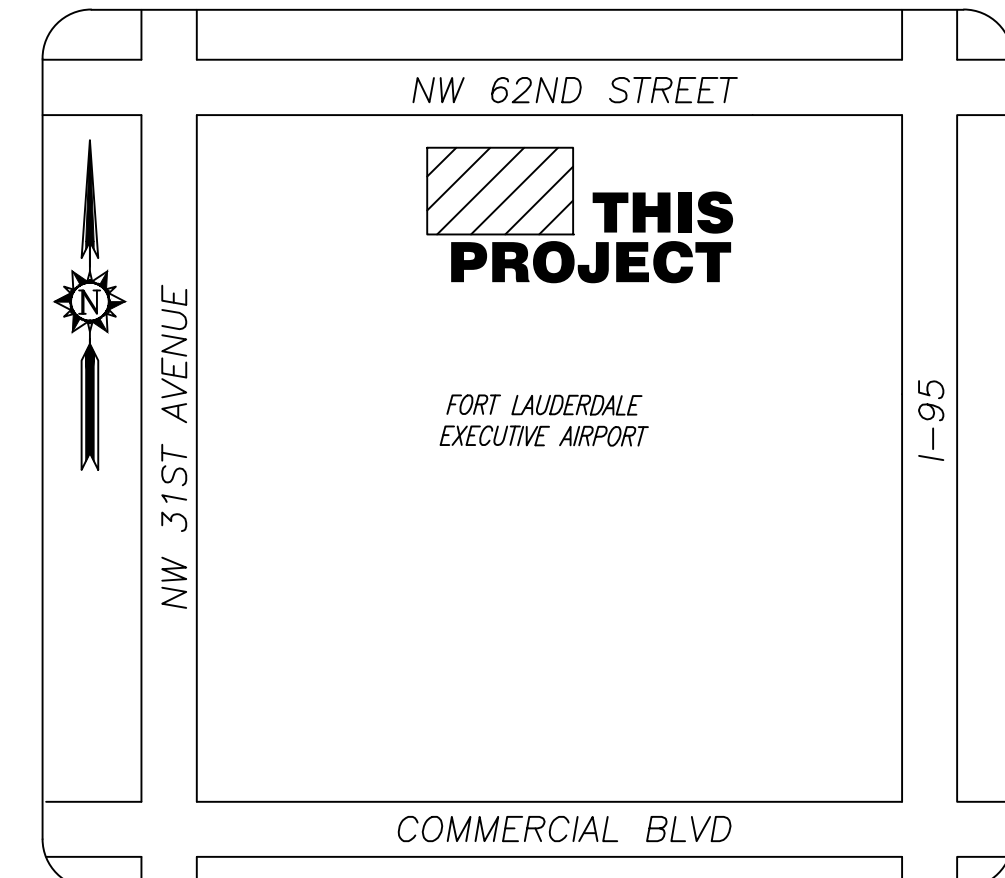


Linda Sunderland, Manager

Exhibit 2D

FES
FLYNN ENGINEERING SERVICES, P.A.
CIVIL ENGINEERS

241 COMMERCIAL BLVD
FT. LAUDERDALE, FL 33308
PHONE: (954) 522-1004
FAX: (954) 522-7630
www.flynnengineering.com
EB# 6578



LOCATION MAP
(NOT TO SCALE)

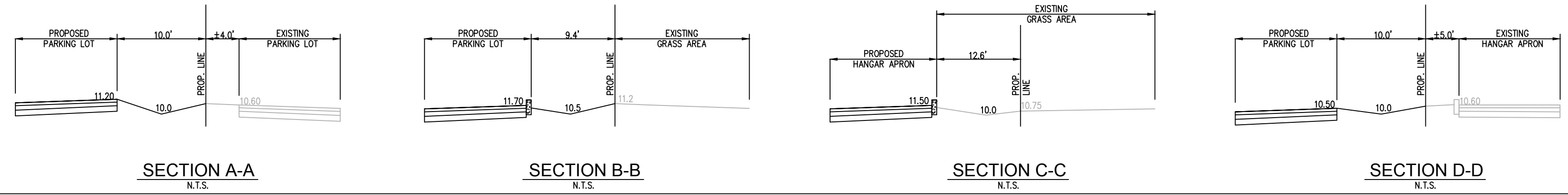
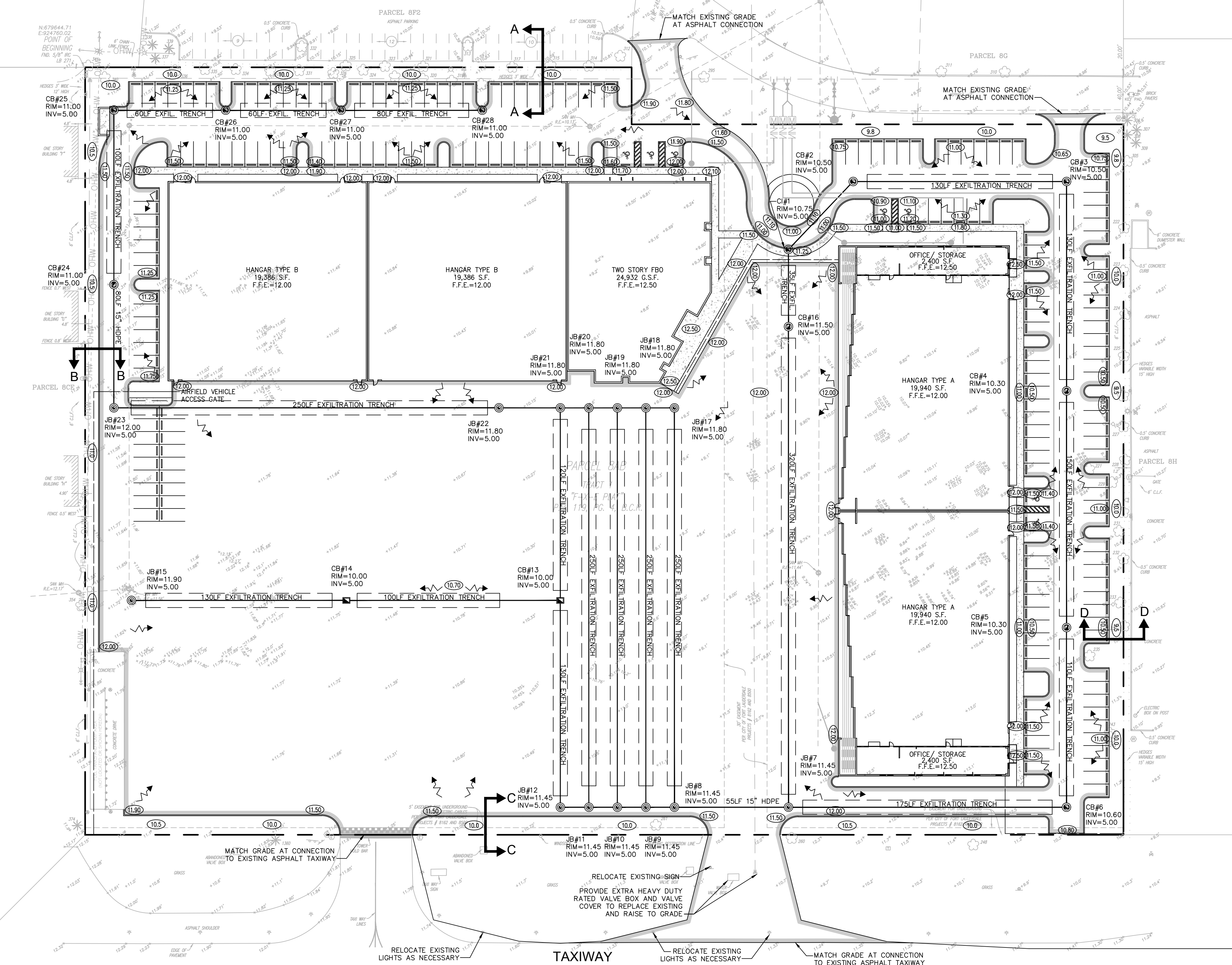
- PGD NOTES:**
- ALL 12" 10' 8" AND 6" PVC STORM DRAIN LINES FROM THE BLDG SHALL BE LAID @ 1.0% MINIMUM SLOPE UNLESS NOTED OTHERWISE IN PLANS.
 - CLEANOUTS ON STORM DRAINAGE LINES ARE TO BE ADJUSTED TO BE FLUSH W/ FINISHED GRADE IN ALL AREAS
 - CONTRACTOR SHALL PROVIDE FITTINGS (WYES, TEE, REDUCERS, ETC.) AS REQUIRED TO FURNISH A COMPLETE WORKING SYSTEM BASED ON THE LAYOUT SHOWN ON THESE PLANS.
 - LANDSCAPED AREAS SHALL BE GRADED TO DRAIN TO THE CATCH BASIN INLETS. FIELD ADJUST GRADING AS REQUIRED.
 - SITE UTILITY CONTRACTOR SHALL COORDINATE WITH THE BUILDING PLUMBING CONTRACTOR FOR EXACT LOCATION OF CONNECTION POINTS BETWEEN THE BUILDING AND SITE WATER, SEWER AND DRAINAGE LINES (VERTICALLY AND HORIZONTALLY).
 - RECTANGULAR CATCH BASIN AND YARD DRAIN GRATES SHALL BE INSTALLED SUCH THAT THE LONG AXIS OF GRATE PARALLELS THE CLOSEST ADJACENT WALK, BLDG., PROPERTY LINE, OR ROADWAY.
 - COORDINATE LOCATION IN FIELD OF ALL CATCH BASINS & YARD DRAINS WITH LANDSCAPE CONTRACTOR TO AVOID CONFLICTS.
 - CENTERLINE OF CLEANOUTS @ BASE OF DOWN SPOUTS MUST ALIGN WITH CENTERLINE OF DOWN SPOUT PRIOR TO FINAL ACCEPTANCE. REFERENCE ARCHITECTURAL PLANS EXACT LOCATION OF DOWN SPOUTS.
 - CONTRACTOR SHALL COORDINATE WITH THE ENGINEER & LANDSCAPE ARCHITECT TO FIELD ADJUST GRADING & UNDERGROUND PIPING AS REQUIRED TO PRESERVE EXISTING TREES TO REMAIN.

FLOOD ZONE "AH" ELEV 10.00 NAVD ON FIRM MAP #12011C0358H, DATE AUGUST 18, 2014
BROWARD COUNTY 100 YEAR 3 DAY CONTOUR= ELEV. 8.00 NAVD
AVERAGE WET SEASON WATER LEVEL= ELEV. 1.50 NAVD

LEGEND:

- 0.00 PROPOSED ELEVATION
- 7.50 EXISTING ELEVATION
- ▭ PROPOSED CATCH BASIN
- PROPOSED PLUG
- ⊕ TEE
- ⊕ WATER METER
- ⊕ DOUBLE DETECTOR CHECK W/ WAFFER CHECK VALVE ON DOWNSTREAM SIDE
- ⊕ REDUCED PRESSURE BACKFLOW PREVENTOR
- ➔ DIRECTIONAL FLOW ARROW AND GRAVITY SEWER
- PROPOSED MANHOLE
- - - WATER MAIN
- FM- SANITARY FORCE MAIN
- ⊕ VALVE
- ⊕ FIRE HYDRANT
- ⊕ SIAMSE CONNECTION
- CLEANOUT
- EDGE OF PROPOSED PAVEMENT (ASPHALT)
- ➔ DIRECTION OF SURFACE DRAINAGE
- ⊕ SAMPLE POINT
- - - EXIST. WATER MAIN
- - - EXIST. UTILITY LINE TO BE REMOVED

Exhibit 4



VERTICAL DATUM CONVERSION
GRADING SHOWN UTILIZES N.A.V.D. 88

N.G.V.D. 29
1.5'
N.A.V.D. 88

N.A.V.D. 88 = N.G.V.D. 29 - 1.5'
N.G.V.D. 29 = N.A.V.D. 88 + 1.5'

NPDES

ALL PROJECTS THAT WILL RESULT IN THE DISTURBANCE OF 1 OR MORE ACRES OF LAND CONTRACTORS ARE REQUIRED TO SUBMIT A STORM WATER NOTICE OF INTENT (DEP FORM 62-621.300(4)(b)) 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, NPDES STORMWATER PROGRAM, 2600 BLAIR STONE ROAD MAIL STATION 2510, TALLAHASSEE, FL 32399-2400.

ADDITIONAL DETAILS ARE AVAILABLE AT
WWW.DEP.STATE.FL.US/WATER/STORMWATER/NPDES

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA

IT'S THE LAW!
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



Sheet Title
**PAVING, GRADING,
AND DRAINAGE PLAN**

Job Title
W AVIATION
FORT LAUDERDALE EXECUTIVE AIRPORT
FORT LAUDERDALE, FLORIDA

Phase:
PERMIT
DOCUMENTS

Revisions	
Scale: 1"=40'	Date 09/12/14
Job No. 13-1137.00	Plot Date 01/28/15
Drawn by SHC	Sheet No. C2
Proj. Mgr. JMF	Appr. by JMF
3 of 6	

FES
FLYNN ENGINEERING SERVICES, P.A.
CIVIL ENGINEERS

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LAUDERDALE-BY-THE-SEA, FL 33308
PHONE: (954) 522-1004
FAX: (954) 522-7630
www.flynnengineering.com
EB# 6578

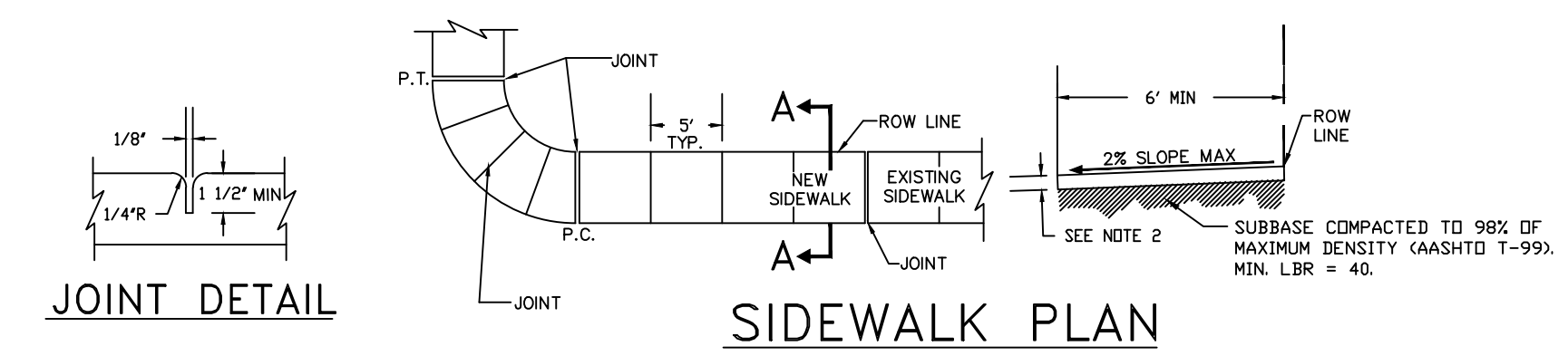
Sheet Title
**PAVING, GRADING,
AND DRAINAGE DETAILS**

Job Title
W AVIATION
FORT LAUDERDALE EXECUTIVE AIRPORT
FORT LAUDERDALE, FLORIDA

Phase:
PERMIT
DOCUMENTS

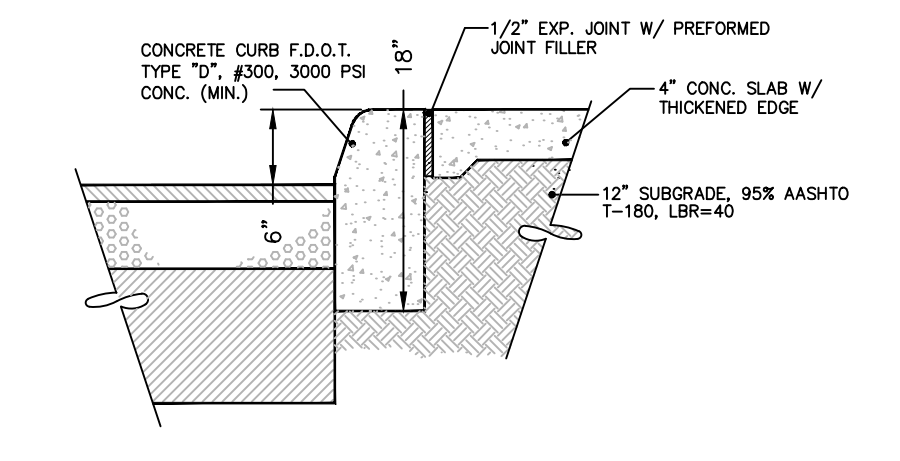
Revisions

Scale:	Date
N.T.S.	09/12/14
Job No.	Plot Date
13-1137.00	01/28/15
Drawn by	Sheet No.
SHG	C4
Proj. Mgr.	
SHG	
Appr. by	5 of 6
JMF	

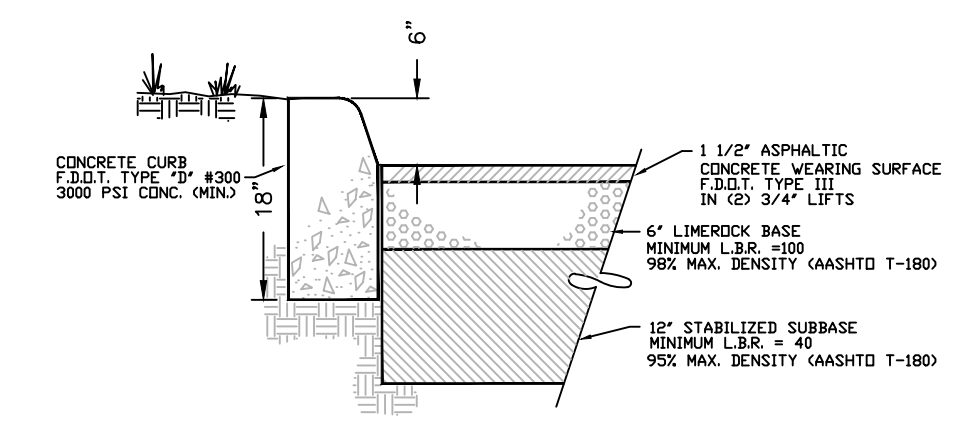


CONCRETE PAVEMENT & SIDEWALK JOINTS

1. PROVIDE 1/8" CONTRACTION JOINTS AT 5' C.C. WITH A MINIMUM DEPTH 1 1/2". EDGED WITH A 1/4" RADIUS DEEP WITHIN THE FOLLOWING TIME PERIODS: JOINTS AT NOT MORE THAN 30' INTERVALS - WITHIN 12 HOURS AFTER FINISHING. REMAINING JOINTS WITHIN 96 HOURS AFTER FINISHING.
 2. PROVIDE 6" THICK CONCRETE FOR ALL SIDEWALKS LOCATED IN RIGHT OF WAY AND 4" THICK CONCRETE FOR ALL SIDEWALKS LOCATED ON-SITE.
 3. NO REINFORCEMENTS SHALL BE USED IN THE SIDEWALKS.
 4. CONCRETE TO BE 3,000 PSI IN 28 DAYS.
 5. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE OR OTHER APPROVED METHOD.
 6. CONCRETE PAVEMENT FOUNDATION SHALL BE COMPACTED TO A FIRM, EVEN SURFACE, TRUE TO GRADE AND CROSS SECTION, AND SHALL BE MOIST AT THE TIME CONCRETE IS PLACED.
 7. ALL CONSTRUCTION SHALL CONFORM TO LOCAL CONSTRUCTION CODES AND STANDARDS.
- NOTE: CONCRETE TO BE CLASS-1 3000 P.S.I.

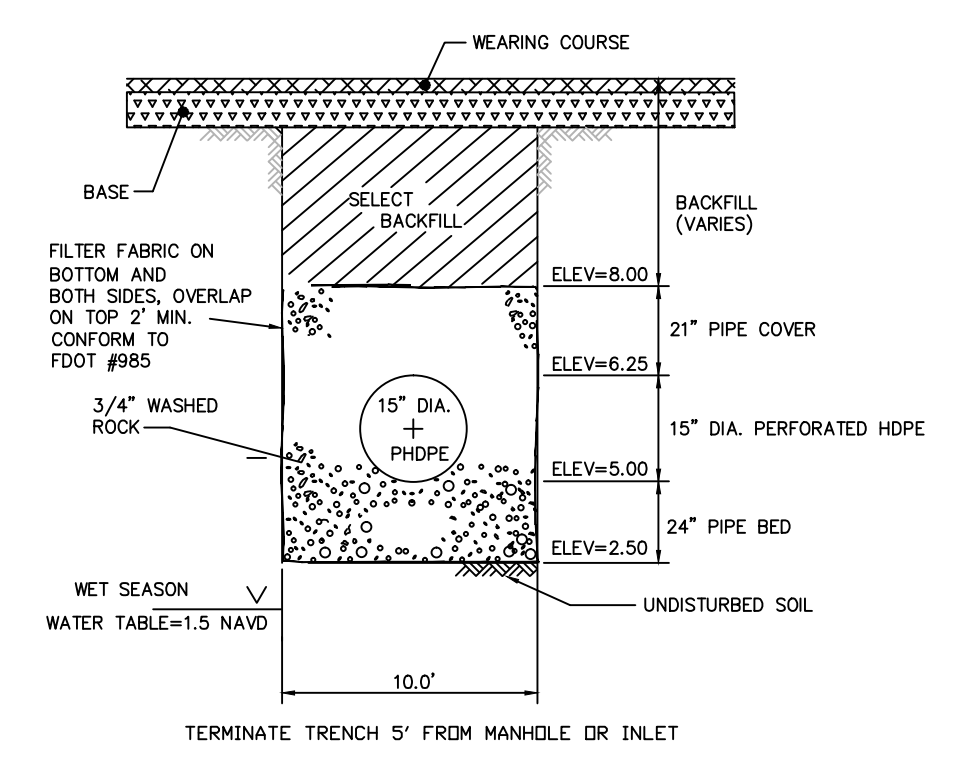


PAVEMENT AND CURB DETAIL ADJACENT TO SOD

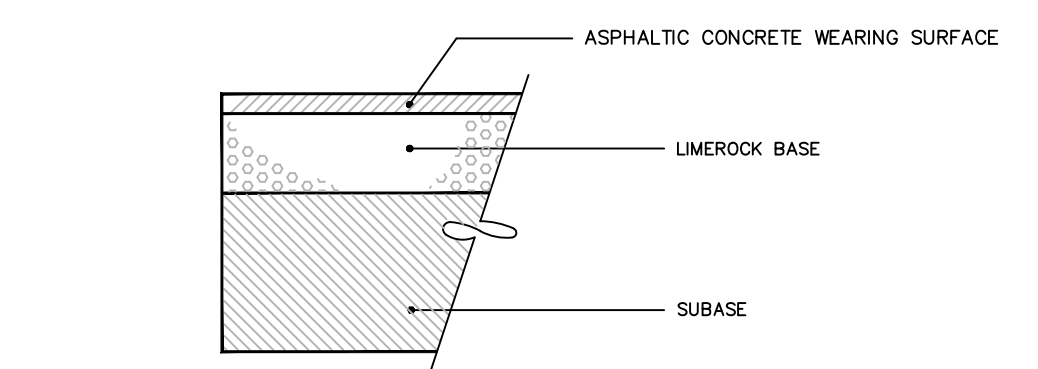
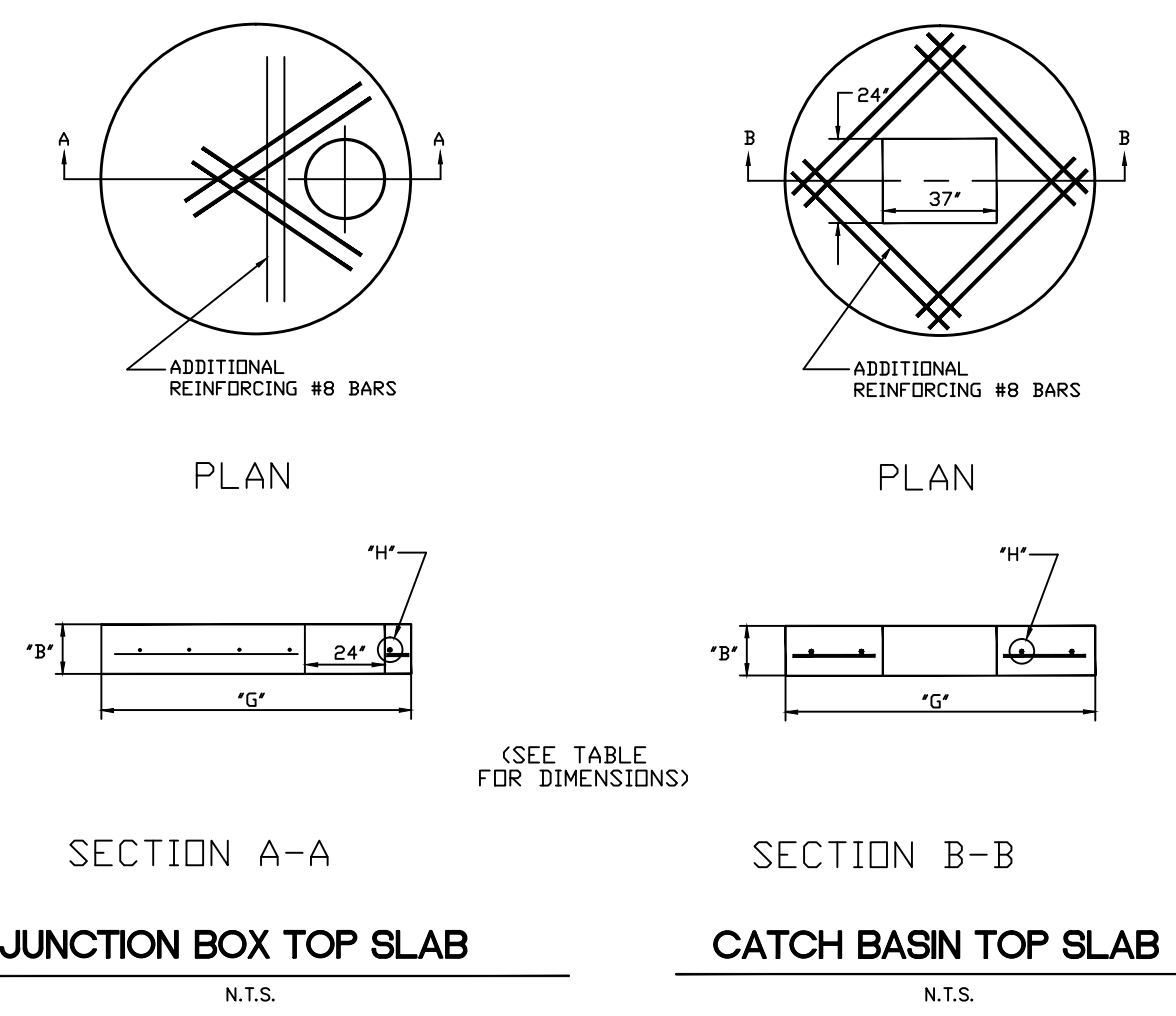
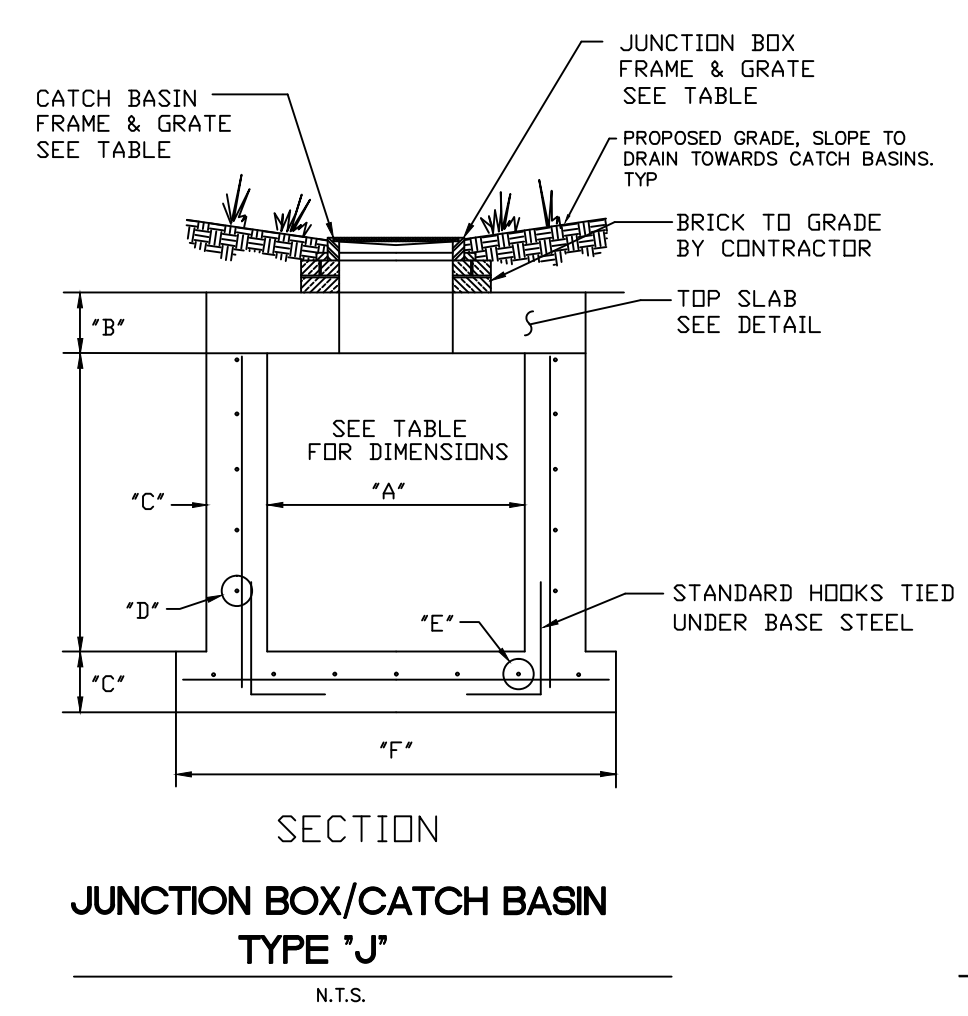


- NOTES:
• ENDS OF CURBS SHALL TRANSITION FROM FULL TO ZERO HEIGHT OVER 3 FEET.
• PROVIDE 1/8" - 1/4" CONTRACTION JOINTS AT 10' CENTER ON-SITE.

CONCRETE PAVEMENT & SIDEWALK DETAIL

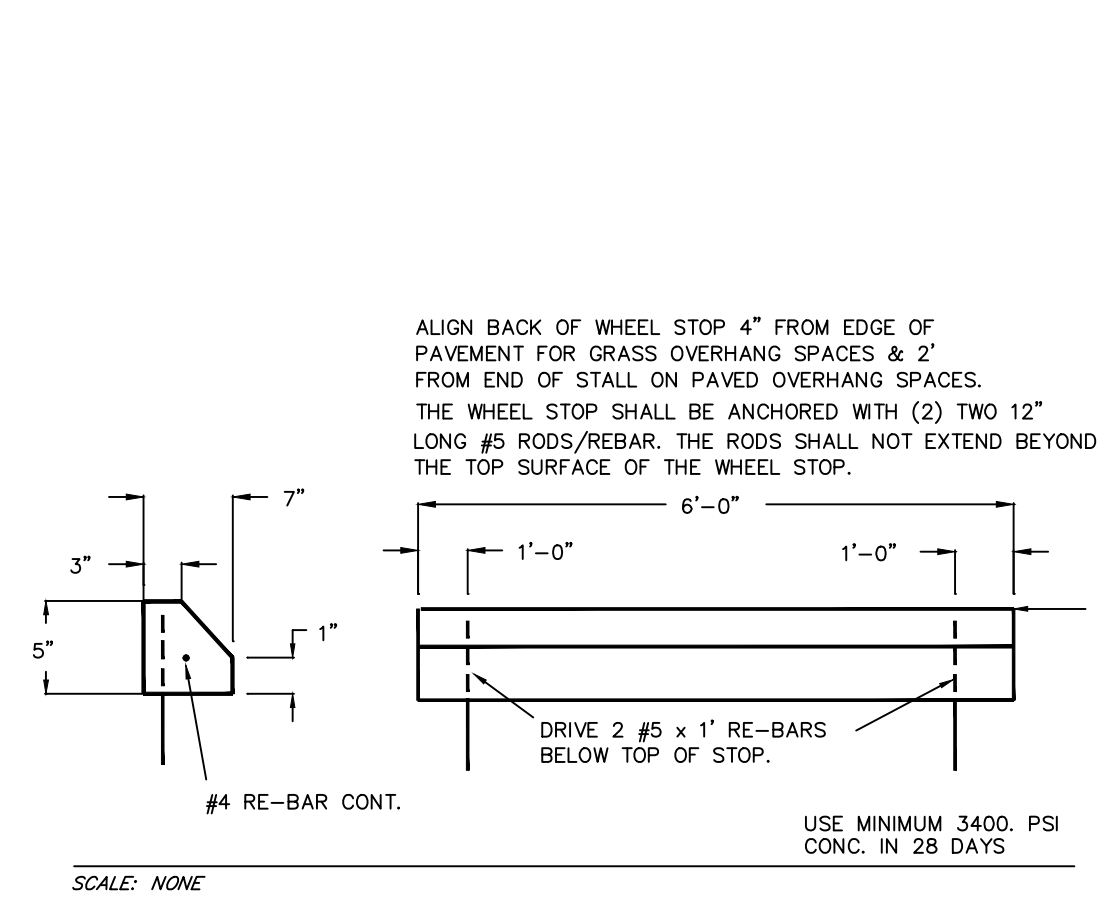


JUNCTION BOX/CATCH BASIN TYPE 'J'



- VEHICULAR SURFACE COURSE: 15" ASPHALTIC CONCRETE WEARING SURFACE, F.D.O.T. TYPE SP-12/5 SURFACE COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS SECTIONS 330 & 334.
- PRIME & TACK COAT: PRIME & TACK COAT FOR THE LIMEROCK BASE COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS SECTION 200. APPLICATION RATES - PRIME COAT-0.25 GALLONS PER SQ. YD. TACK COAT-0.08 GALLONS PER SQ. YD.
- STANDARD BASE: 6" LIMEROCK BASE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180). LIMEROCK BASE TO CONFORM WITH THE REQUIREMENTS OF F.D.O.T. SPECIFICATION SECTIONS 200 & 911. MINIMUM L.B.R. = 100.
- SUBBASE: 18" SUBBASE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180). MINIMUM L.B.R. = 40.
- NOTE 1: GROUND ADJACENT TO PAVEMENT HAVING RUNOFF SHALL BE GRADED TWO INCHES LOWER THAN THE EDGE OF PAVEMENT TO ALLOW FOR THE PLACEMENT OF SOD.

RECOMMENDED HANGAR APRON PAVEMENT SECTION DETAIL



SUMMARY OF DRAINAGE STRUCTURES

STRUCTURES	TYPE	"A"	"B"	"C"	"D"	"E"	"F"	"G"	"H"	U.S.F. # OR EQUAL FRAME	U.S.F. # OR EQUAL GRATE
CB# 2-6, 24-28	"J"	4'-0" Ø	8'	8'	#4 @ 12" CCEW	#4 @ 12" CCEW	6'-4" Ø	5'-4" Ø	#4 @ 6" CCEW	4155	6209 CAST IRON
CI# 1	"J"	4'-0" Ø	8'	8'	#4 @ 12" CCEW	#4 @ 12" CCEW	6'-4" Ø	5'-4" Ø	#4 @ 6" CCEW	5145	6209 CAST IRON
JB# 7-12, 15, 17-23	"J"	4'-0" Ø	18"	12"	#5 @ 12" CCEW	#5 @ 12" CCEW	7'-0" Ø	6'-0" Ø	#6 @ 6" CCEW	8606	GX
CB# 16	"J"	4'-0" Ø	18"	12"	#5 @ 12" CCEW	#5 @ 12" CCEW	7'-0" Ø	6'-0" Ø	#6 @ 6" CCEW	9150	6810
CB# 13, 14	"J"	7'-0" Ø	18"	12"	#5 @ 12" CCEW	#5 @ 12" CCEW	10'-0" Ø	9'-0" Ø	#6 @ 6" CCEW	9151	6813
YDH	SEE 18" NYLOPLAST YARD DRAIN DETAIL										

Exhibit 5

RECOMMENDED HANGAR APRON PAVEMENT SECTION DETAIL



LICENSE FOR INSTALLATION OF WASTEWATER
COLLECTION/TRANSMISSION SYSTEM

APPLICANT:
Group W Aviation
Attention: Mr. Leonel Leon, Vice
President
5901 NW 24th Way
Fort Lauderdale, FL 33309

ELBPD LICENSE NO.: WW-62279
EXPIRATION DATE: 10/11/2021
DEP ID NO.: GTL #054569-617
SEC-TWP-RNG: 09-49-42
PROJECT: W Aviation

This license is issued under the provisions of Chapter 27 of the Broward County Code of Ordinances. The above named-applicant, hereinafter called licensee, is hereby authorized to perform the work shown on the approved drawing(s), plans, documents, and specifications submitted by applicant and made a part hereof and described specifically below. Commencement of construction under this license shall be deemed acceptance of all conditions specified in the license. License conditions shall also be deemed to be accepted if they are not objected to in writing and received by ELBPD within fourteen (14) calendar days of receipt of the license by the applicant.

The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of, or to intervene in a review of, a final administrative determination within 10 days of issuance of the license, subject to the provisions of Section 27-14, Broward County Code of Ordinances.

Your Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System has been evaluated. This General or Individual Permit is hereby issued pursuant to the provisions of Chapter 403, Florida Statutes (F.S.), and Chapters 62-4 and 62-604, Florida Administrative Code (F.A.C.).

GRAVITY SEWER: 570 LF of 8" DIP @ 0.40% Minimum Slope (2 Manholes)

SUBJECT TO GENERAL CONDITIONS #1- #11 and SPECIFIC CONDITIONS # 1 - # 6.

In accordance with: Plans, Sheets C3, C5, and C5A (Received 08/12/2016 and Revised 09/16/2016). None Attached.
Flynn Engineering Services, P.A. Job #: 13-1137.00.

Located at: 5901 NW 24TH WAY, Fort Lauderdale 33309

Serving: 5,030 SF Airplane Hanger Office Space, and Airport w/ 20 Passengers and 14 Employees.

Issued this 12th day of October, 2016.

Environmental Protection and Growth Management Department
Prepared by Yvel Rocher, P.E.

Garth Hinckle, Jr., P.E., Supervisor
Domestic Wastewater Program

ec: FDEP/WPB
Asif Ali, PDMD Front Desk
Alex Scheffer, P.E., Urban Design Engineer, City of Fort Lauderdale GT Lohmeyer WWTP
Dennis R. Shultz, P.E., Flynn Engineering Services, P.A.

ITEM 2
HANDOUT AT MEETING
PAGE 36 OF 80

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by Environmental Protection and Growth Management Department (EPGMD) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). EPGMD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by EPGMD.
3. In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with Chapter 27 BCC, the Licensee shall notify EPGMD within eight (8) hours or as stated in the specific section of Chapter 27 BCC. Within three (3) working days of the event, the Licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
5. This license must be available for inspection on the Licensee's premises during the entire life of the license.
6. By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under Chapter 27 BCC, except where such use is prohibited by section 403.111, Florida Statutes.
7. The Licensee agrees to comply and shall comply with all provisions of the most current version of Chapter 27 BCC.
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 BCC that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 BCC.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.

SPECIFIC CONDITIONS:

1. This license is valid for construction of a sewage collection/transmission system and/or a reuse distribution system, or a WWTP modification only. All connections to the system must be approved by EPGMD prior to the issuance of a building permit.
2. Any deviation from approved plans and/or specifications affecting capacity, flow, or operation of components shall be submitted to and approved by the EPGMD before such changes are made.
3. The applicant shall be responsible for supplying as-built or record drawing(s) to EPGMD upon completion of the project. Such drawing(s) shall be signed and sealed by an Engineer registered in the State of Florida and be based on accurate records maintained by the engineer or by a land surveyor currently registered in the State of Florida. Drawing(s) shall indicate locations and elevations of all pipe lines, manholes, pump stations and appurtenances installed under this project's license. Connection to the new system shall not be approved until the as-built (or record) drawing(s), certification documentation, and fees have been provided to and approved by EPGMD.

ITEM 2
HANDOUT AT MEETING

APPLICANT:
Group W Aviation
Attention: Mr. Leonel Leon, Vice President
5901 NW 24th Way
Fort Lauderdale, FL 33309

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ELBPD LICENSE NO.:
EXPIRATION DATE:
DEP ID NO.:
SEC-TWP-RNG:
PROJECT: W Aviation

WW-62279
10/11/2021
GTL #054569-617
09-49-42

SPECIFIC CONDITIONS (Continued From Page 2)

4. (Private Sanitary Sewage System [Gravity Only]) The minimum requirements for Certification of Completion of Construction are: (1) a service boundaries agreement with the local sewage system maintenance authority, defining the extents of responsibility and areas served, to include under what conditions the Private System would not be permitted to operate; (2) service agreements with private and public entities (Note: The private service contract(s) shall have a termination clause requiring the contractor to notify ELBPD Wastewater Section (954) 519-1256 at the time of contract termination); (3) lamping reports, leakage tests, etc.; (4) a description of the system, along with an 8-1/2" x 11" plan; (5) one set of certified record drawings. ELBPD will review and issue a letter of approval to all parties.
5. (Private Sanitary Sewage System Maintenance Requirements) A copy of the condominium, homeowners, or property owners association documents shall be submitted with the Certification of Completion of Construction documentation. The documents shall contain language that affords assurance for appropriate future operation and maintenance of the system in accordance with the rule 62-604.500, F.A.C.
6. A portable document format (PDF) of the as-built site plan which clearly displays the contents of the project as well as its service boundaries shall be submitted to ELBPD by email or via a disc file at the time of Certification of Completion of Construction. At least one of the nearest street intersections shall be also labeled on the exhibit for ease of geographical reference.



ITEM 2
HANDOUT AT MEETING
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Florida Department of
Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406

Rick Scott
Governor
Carlos Lopez-Cantera
Lt. Governor
Jonathan P. Steverson
Secretary

CERTIFIED MAIL

In the Matter of an
Application for Permit by:

Group W Aviation
Attention: Mr. Leonel Leon, Vice President
5901 NW 24th Way
Fort Lauderdale, FL 33309

PERMIT NUMBER: GTL #054569-617
ELBPD LICENSE: WW-62279
ISSUANCE DATE: 10/12/2016
EXPIRATION DATE: 10/11/2021
COUNTY: BROWARD
PROJECT: W Aviation
CONNECTED TO: G T L

NOTICE OF PERMIT ISSUANCE

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Department action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department action;

ITEM 2
HANDOUT AT MEETING
PAGE 39 OF 80

PERMITEE: Group W Aviation

PERMIT NUMBER: GTL #054569-617

- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
- (f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

This permit action is final and effective on the date filed with the clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this permit will not be effective until further order of the Department.

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the clerk of the Department.

Executed in Plantation, Florida

BROWARD COUNTY

Environmental Protection and Growth Management Department

as delegated agent for:

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Garth Hinckle Jr., P.E., Supervisor
Environmental Licensing and Building Permitting Division



ITEM 2
HANDOUT AT MEETING
PAGE 40 OF 80

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

State of Florida Domestic Wastewater Collection/Transmission Individual Permit

PERMITTEE:	PERMIT NUMBER:	GTL #054569-617
Group W Aviation	ELBPD LICENSE:	WW-62279
Attention: Mr. Leonel Leon, Vice President	ISSUANCE DATE:	10/12/2016
5901 NW 24th Way	EXPIRATION DATE:	10/11/2021
Fort Lauderdale, FL 33309	COUNTY:	BROWARD
	PROJECT:	W Aviation
	CONNECTED TO:	G T L

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Chapters 62-4 and 62-604, Florida Administrative Code (F.A.C.). The Broward County Environmental Protection & Growth Management Department (EPGMD) issues this permit as a delegated local program of the Florida Department of Environmental Protection (Department).

The above named permittee is hereby authorized to construct the facilities shown on the application and other documents on file with the Department and/or EPGMD and made a part hereof and specifically described as follows:

DESCRIPTION OF PROJECT: GRAVITY SEWER: 570 LF of 8" DIP @ 0.40% Minimum Slope (2 Manholes)

TO SERVE: 5,030 SF Airplane Hanger Office Space, and Airport w/ 20 Passengers and 14 Employees.

LOCATION OF PROJECT: 5901 NW 24TH WAY, Fort Lauderdale 33309

IN ACCORDANCE WITH: The limitations, requirements and other conditions set forth in this permit.

ELBPD License No. WW-62279 has also been issued for this project.

**ITEM 2
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PAGE 41 OF 80**

PERMITTEE:

Group W Aviation
Attention: Mr. Leonel Leon, Vice President
5901 NW 24th Way
Fort Lauderdale, FL 33309

PERMIT NUMBER: GTL #054569-617
ELBPD LICENSE: WW-62279
ISSUANCE DATE: 10/12/2016
EXPIRATION DATE: 10/11/2021
COUNTY: BROWARD
PROJECT: W Aviation
CONNECTED TO: G T L

PERMIT CONDITIONS:

1. This permit is subject to the general conditions of Rule 62-4.160, F.A.C., as applicable. This rule is available at the Department's Internet site at: <http://www.dep.state.fl.us/legal/Rules/shared/62-4/62-4.pdf> [62-4.160]
2. Upon completion of construction of the collection/transmission system project, and before placing the facilities into operation for any purpose other than testing for leaks or testing equipment operation, the permittee shall submit to EPGMD Form 65-604.300(8)(b), Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation. This form is available at the Department's Internet site at: <http://www.dep.state.fl.us/water/wastewater/dom/dw-forms.htm> [62-604.700(2)]
3. The new or modified collection/transmission facilities shall not be placed into service until EPGMD clears the project for use. [62.604.700(3)]
4. Permit revisions shall only be made in accordance with Rule 62-4.050(4)(s), F.A.C. Request for revisions shall be made to EPGMD in writing and shall include the appropriate fee. Revisions not covered under Rule 62-4.050(4)(s), F.A.C., shall require a new permit. [62-604.600(8)]
5. Abnormal events shall be reported to the Department's West Palm Beach District Office in accordance with Rule 62-604.550, F.A.C. For unauthorized spills of wastewater in excess of 1000 gallons per incident, or where information indicates that public health or the environment may be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519 as soon as practical, but no later than 24 hours from the time the permittee or other designee becomes aware of the circumstances. Unauthorized releases or spills less than 1000 gallons per incident are to be reported orally to the Department's West Palm Beach District Office within 24 hours from the time the permittee, or other designee becomes aware of the circumstances. [62-604.550]
6. Group W Aviation shall be responsible for operation and maintenance of the on-lot facilities associated with the alternative collection/transmission system authorized by this permit. [62-604.400(4)]

**ITEM 2
HANDOUT AT MEETING
PAGE 42 OF 80**

PERMITTEE:

Group W Aviation
Attention: Mr. Leonel Leon, Vice President
5901 NW 24th Way
Fort Lauderdale, FL 33309

PERMIT NUMBER: GTL #054569-617
ELBPD LICENSE: WW-62279
ISSUANCE DATE: 10/12/2016
EXPIRATION DATE: 10/11/2021
COUNTY: BROWARD
PROJECT: W Aviation
CONNECTED TO: G T L

Executed in Plantation, Florida

BROWARD COUNTY
Environmental Protection and Growth Management Department



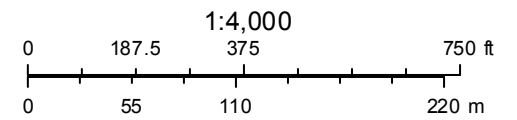
Garth Hinckle Jr., P.E., Supervisor

As delegated agent for:
State of Florida,
Department of Environmental Protection

DATE: 10/12/2016



August 15, 2016



Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Vision: To be the Healthiest State in the Nation

Rick Scott
Governor

Celeste Philip, MD, MPH
State Surgeon General

Broward County - Log #14026
September 19, 2016

Permittee:

Group W Aviation
Leonel Leon, Vice President
5901 NW 24th Way
Fort Lauderdale, FL, 33309

Permit Number: 0126081-546-DSGP

Issue Date: September 19, 2016

Expiration Date: September 19, 2021

Water Supplier: City of Fort Lauderdale

PWS ID: 4060486

Project: W Aviation

Dear Mr. Leon:

On September 16, 2016 the Florida Department of Health in Broward County received a "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" [DEP Form No. [62-555.900\(7\)](#)], under the provisions of Rule [62-4.530](#) and Chapter [62-555](#), Florida Administrative Code (F.A.C.). *The proposed project involves the installation of approximately 100 linear feet of 6" (DIP) WM fire service and 25 linear feet of 6" WM for new hydrant, 1 - 2" irrigation service, 1 - 1.5" water service, and 2 - 1" water service, to serve a new project located on 5901 NW 24th Way, City of Fort Lauderdale, FL.*

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule [62-555.405, F.A.C.](#), all applicable rules in Chapters [62-4](#), [62-550](#), [62-555](#), F.A.C., and the General Conditions for All General Drinking Water Permits (found in [62-4.540, F.A.C.](#)).

When any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of the Federal Asbestos Regulation and Florida DEP requirements. For specific requirements applicable to AC pipes, the permittee should contact the Air and Waste Management section managers prior to commencing any such activities at (561) 681-6600. Please be aware that a notification is required to be submitted to the Department for a regulated project.

If you object to or desire to contest any conditions of this permit, you are entitled to file for an appropriate petition for administrative hearing. The petition must be filed within fourteen (14) days of the receipt of this permit letter. Further, the petition must conform to the requirements of the Florida Administrative Code Rule 28-5.201 (see Page 3). The petition must be filed with the Office of Legal Counsel, Florida Department of Health in Broward County, 780 S.W. 24th Street, Fort Lauderdale, Florida 33315. If no petition is filed within the prescribed period of time, you will be deemed to have accepted this permit and waived your right to request an administrative hearing on this matter.

ITEM 2
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PAGE 45 OF 80

This approval pertains only to the water utilities serving this development and is not to be construed as approval of the wastewater aspects. All concerned are reminded that approval must be obtained for both water and wastewater facilities prior to construction.

By copy of this letter to the owner, we are advising that approval is given to functional aspects of this project on the basis of representations and data furnished to this department. There may be county, municipal or other local regulations or restrictions to be complied with by the owner prior to construction of the facilities represented by the plans referred to above and we, therefore, recommend that appropriate local agencies be consulted before starting construction.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule [62-4.030, F.A.C.](#)

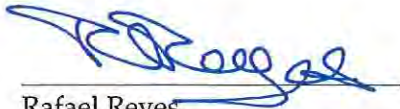
Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form [62-555.900\(8\), F.A.C.](#), with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule [62-555.345, F.A.C.](#), the permittee shall submit a certification of construction completion [DEP Form No. [62-555.900\(9\)](#)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

One (1) set of the approved project documents is enclosed herewith.

Sincerely,



Rafael Reyes
Environmental Engineering Director
Florida Department of Health - Broward County
RR/nwf

Enclosures

cc: Alexander D. Scheffer, PE, Urban Design Engineer, City of Fort Lauderdale
Dennis Shultz, PE, Project Engineer

ITEM 2
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MODEL RULES OF PROCEDURES

CHAPTER 28-5

DECISION DETERMINING SUBSTANTIAL INTEREST

PART II

FORMAL PROCEEDINGS

28-5.201 Initiation of Formal Proceeding

- (1) Initiation of formal proceedings shall be made by petition to the agency responsible for rendering final agency action. The term petition as used herein includes any application or other document which expresses a request for formal proceedings. Each petition should be printed, typewritten or otherwise duplicated in legible form on white paper of standard legal size. Unless printed, the impression shall be double-spaced and indented.
- (2) All petitions filed under these rules should contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name and address of the petitioner or petitioners, and an explanation of how his/her substantial interest will be affected by the agency determination;
 - (c) A statement of when and how petitioner received notice of the agency or intent to render a decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief;
 - (f) A demand for relief to which the petitioner deems himself entitled; and
 - (g) Other information which the petitioner contends is material.

A petition may be denied if the petitioner does not state adequately a material factual allegation, such as a substantial interest in the agency determination, or if the petition is untimely. (Section 28-5.201(3)(a), F.A.C.)

ITEM 2
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A Civil Penalty May Be Incurred
if this project is placed into operation before obtaining a clearance from this office

Requirements for clearance upon completion of projects are as follows:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form [62-555.900\(9\)](#) *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation.*

2) Review Fee

Submission of a check payable to the Florida Department of Health in Broward County based on linear footage (LF) as defined below:

a) Water Main Clearance by Project Size

≤ 1,000 LF	\$100.00
1,001-5,000 LF	\$200.00
5,001-10,000 LF	\$300.00
10,001-15,000 LF	\$400.00
> 15,000 LF	\$500.00

b) Expedited Project Review fee (optional)

One (1) business day	\$1,000.00
Two (2) business days	\$750.00
Three (3) business days	\$500.00

*Expedited Review Requests will be accepted at the discretion of our Department.

3) Record Drawings

Even though it is only necessary to submit the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit, Florida Department of Health in Broward County strongly recommends submission of a full set of record drawings to facilitate and expedite the clearance review process.

4) Bacteriological Results

Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken no more than sixty (60) days before the Florida Department of Health in Broward County receives the clearance package, from locations within the distribution system or water main extension to be cleared, in accordance with Rules [62-555.315\(6\)](#), [62-555.340](#), and [62-555.330](#), F.A.C. and American Water Works Association (AWWA) Standard C 651-05 or latest revision, as follows:

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- Connection to an existing system
- Any dead end point of the proposed addition exceeding one pipe length (> 20 ft.). Fire hydrant leads exceeding one pipe length are also considered a dead end point.
- Any water lines branching off a main extension
- Every 1,200 feet on straight runs of pipe

Each location shall be sampled on two consecutive days, with sample points and chlorine residual readings clearly indicated on the report. A sketch or description of all bacteriological sampling locations must also be provided.

5) Pressure Test Results

Copy of satisfactory pressure test results demonstrating compliance with AWWA Standard C 600-05 or latest revision requirements

Lee Walker

From: O'Donnell, Tom <Tom.ODonnell@kimley-horn.com>
Sent: Monday, June 12, 2017 2:23 PM
To: LLeon@windsorjet.com
Cc: Ignacio Martinez; Dan Dancius; Lee Walker
Subject: FW: FAA termination letter for W Aviation
Attachments: DOC060917.pdf



Good afternoon Leonel,

Fernando Blanco asked me to forward this document to you on his behalf. The FAA has terminated the requested airspace study for the W Aviation property. Fernando said that the airspace review must be prepared by your staff or agent and submitted through his office. As previously discussed, in accordance with the Code of Federal Regulations Part 77, the work on the W Aviation project needs to be submitted to the FAA for review in accordance with section 77.9.b.1 prior to the commencement of erection or use of cranes.

Sincerely,

Tom O'Donnell, P.E. (FL & PR)

Kimley-Horn

1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

Direct: 561 840 0825 | Mobile: 305 710 7178
Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

[Celebrating nine years as one of FORTUNE's 100 Best Companies to Work For](#)

From: Fernando Blanco [<mailto:FBlanco@fortlauderdale.gov>]
Sent: Friday, June 9, 2017 1:53 PM
To: O'Donnell, Tom <Tom.ODonnell@kimley-horn.com>
Subject: FAA termination letter for W Aviation

Hi Tom. Please call me when you have a chance to discuss the attached termination letter from Vernon regarding the W Aviation development.

Fernando Blanco

Airport Engineer/Project Manager II
Fort Lauderdale Executive Airport
(954) 828-6536
fblanco@fortlauderdale.gov



May 22, 2017

TO:
W Aviation
Attn: Leonel A. Leon
5901 NW 24th Way
Fort Lauderdale, FL 33309
lleon@waviation.net

CC:
CITY OF FORT LAUDERDALE
PO BOX 14250
FORT LAUDERDALE, FL 33301
fblanco@fortlauderdale.gov

RE: (See attached Table 1 for referenced case(s))
TERMINATION

The aeronautical study concerning the following project is terminated:

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (Feet)	AMSL (Feet)
2017-ASO-1956-NRA		FORT LAUDERDALE, FL	26-12-06.35N	80-11-05.02W	40	50

Description: construction of a new hanger Ground Operations - 121.75 Tower Operations - 120.9

This aeronautical study is terminated because:

this proposal is located on airport property and must be coordinated with the FAA through the airport owner (which is the City of Fort Lauderdale).

Reference email dated 5/22/2017 from Mr. Fernando Blanco, Airport Engineer, requesting termination of this aeronautical study.

If you desire to reactivate the study, it will be necessary for you to re-file notice using the enclosed FAA Form 7460-1, Notice of Proposed Construction or Alteration.

For further assistance, please contact Vernon Rupinta (407)812-6331 vernon.rupinta@faa.gov.

Vernon Rupinta
Specialist

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

§ 77.7 Form and time of notice.

(a) If you are required to file notice under § 77.9, you must submit to the FAA a completed FAA Form 7460-1, Notice of Proposed Construction or Alteration. FAA Form 7460-1 is available at FAA regional offices and on the Internet.

(b) You must submit this form at least 45 days before the start date of the proposed construction or alteration or the date an application for a construction permit is filed, whichever is earliest.

(c) If you propose construction or alteration that is also subject to the licensing requirements of the Federal Communications Commission (FCC), you must submit notice to the FAA on or before the date that the application is filed with the FCC.

(d) If you propose construction or alteration to an existing structure that exceeds 2,000 ft. in height above ground level (AGL), the FAA presumes it to be a hazard to air navigation that results in an inefficient use of airspace. You must include details explaining both why the proposal would not constitute a hazard to air navigation and why it would not cause an inefficient use of airspace.

(e) The 45-day advance notice requirement is waived if immediate construction or alteration is required because of an emergency involving essential public services, public health, or public safety. You may provide notice to the FAA by any available, expeditious means. You must file a completed FAA Form 7460-1 within 5 days of the initial notice to the FAA. Outside normal business hours, the nearest flight service station will accept emergency notices.

§ 77.9 Construction or alteration requiring notice.

If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:

(a) Any construction or alteration that is more than 200 ft. AGL at its site.

(b) Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:

(1) 100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway more than 3,200 ft. in actual length, excluding heliports.

(2) 50 to 1 for a horizontal distance of 10,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway no more than 3,200 ft. in actual length, excluding heliports.

(3) 25 to 1 for a horizontal distance of 5,000 ft. from the nearest point of the nearest landing and takeoff area of each heliport described in paragraph (d) of this section.

(c) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) or (b) of this section.

(d) Any construction or alteration on any of the following airports and heliports:

(1) A public use airport listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications;

(2) A military airport under construction, or an airport under construction that will be available for public use;

(3) An airport operated by a Federal agency or the DOD.

(4) An airport or heliport with at least one FAA-approved instrument approach procedure.

(e) You do not need to file notice for construction or alteration of:

(1) Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation;

(2) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device meeting FAA-approved siting criteria or an appropriate military service siting criteria on military airports, the location and height of which are fixed by its functional purpose;

(3) Any construction or alteration for which notice is required by any other FAA regulation.

(4) Any antenna structure of 20 feet or less in height, except one that would increase the height of another antenna structure.

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193
Fax: (817) 321-7765
Phone: (817) 321-7750

Website: <https://oeaaa.faa.gov>

ITEM 2
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INSTRUCTIONS FOR COMPLETING FAA FORM 7460-1

PLEASE TYPE or PRINT

ITEM #1. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #2. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #3. New Construction would be a structure that has not yet been built.

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency, or a change to the height. The nature of the alteration shall be included in ITEM #21 "Complete Description of Proposal".

Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in ITEM #21 "Complete Description of Proposal".

ITEM #4. If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enters the estimated length of time the temporary structure will be up.

ITEM #5. Enter the date that construction is expected to start and the date that construction should be completed.

ITEM #6. Please indicate the type of structure. DO NOT LEAVE BLANK.

ITEM #7. In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference" DO NOT LEAVE BLANK. NOTE: High Intensity lighting shall be used only for structures over 500' AGL. In the absence of high intensity lighting for structures over 500' AGL, marking is also required.

ITEM #8. If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

ITEM #9 and #10. Latitude and longitude must be geographic coordinates, accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a hand-held G P S instrument is NOT acceptable. A hand-held GPS is only accurate to within 100 meters (328 feet) 95 percent of the time. This data, when plotted, should match the site depiction submitted under ITEM #20.

ITEM #11. NAD 83 is preferred; however, latitude and longitude may be submitted in NAD 27. Also, in some geographic areas where NAD 27 and NAD 83 are not available other datum may be used. It is important to know which datum is used. DO NOT LEAVE BLANK.

ITEM #12. Enter the name of the nearest city and state to the site. If the structure is or will be in a city, enter the name of that city and state.

ITEM #13. Enter the full name of the nearest public-use (not private-use) airport or heliport or military airport or heliport to the site.

ITEM #14. Enter the distance from the airport or heliport listed in #13 to the structure.

ITEM #15. Enter the direction from the airport or heliport listed in #13 to the structure.

ITEM #16. Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 17'3" rounds to 17', 17'6" rounds to 18'). This data should match the ground contour elevations for site depiction submitted under ITEM #20.

ITEM #17. Enter the total structure height above ground level in whole feet rounded to the next highest foot (e.g. 17'3" rounds to 18'). The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.

ITEM #18. Enter the overall height above mean sea level and expressed in whole feet. This will be the total of ITEM #16 + ITEM #17.

ITEM #19. If an FAA aeronautical study was previously conducted, enter the previous study number.

ITEM #20. Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" x 11" non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey (USGS) Quadrangle Map MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION. To obtain maps, contact USGS at 1-888-275-8747 or via internet at "<http://store.usgs.gov>". If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet.

ITEM #21.

- For transmitting stations, include maximum effective radiated power (ERP) and all frequencies.
- For antennas, include the type of antenna and center of radiation (Attach the antenna pattern, if available).
- For microwave, include azimuth relative to true north.
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures (Attach depiction).
- For each pole/support, include coordinates, site elevation, and structure height above ground level or water.
- For buildings, include site orientation, coordinates of each corner, dimensions, and construction materials.
- For alterations, explain the alteration thoroughly.
- For existing structures, thoroughly explain the reason for notifying the FAA (e.g. corrections, no record or previous study, etc.).

Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other federal, state or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviation's and zoning authorities.

Paperwork Reduction Work Act Statement: This information is collected to evaluate the effect of proposed construction or alteration on air navigation and is not confidential. Providing this information is mandatory or anyone proposing construction or alteration that meets or exceeds the criteria contained in 14 CFR, part 77. We estimate that the burden of this collection is an average 19 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB control number associated with this collection is 2120-0001. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, AES-200.

ITEM 2
HANDOUT AT MEETING
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AFTER RECORDING - RETURN TO:

PERMIT NUMBER:

NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO.:

SUBDIVISION F-X-E PLAT 119-4 B BLOCK _____ TRACT _____ LOT _____ BLDG _____ UNIT _____
5901 NW 24 WAY Fort Lauderdale FLORIDA 33309

2. GENERAL DESCRIPTION OF IMPROVEMENT:
NEW FOUNDATION AND AIRPLANE HANGAR

3. OWNER INFORMATION: a. Name CITY OF FORT LAUDERDALE

b. Address 6000 NW 21 AVENUE Fort Lauderdale FL 33309 c. Interest in property _____

d. Name and address of fee simple titleholder (if other than Owner) WALKER DESIGN & CONSTRUCTION 561-998-0001

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER: 6500 EAST ROGERS CIRCLE BOCA RATON FL 33487

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): _____, 20____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Leopold
Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager

Leonel Leon
Print Name and Provide Signatory's Title/Office

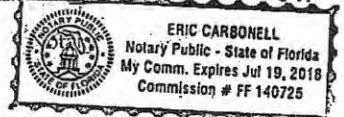
State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 13 day of April, 2017

By Leonel Leon, as tenant
(name of person) (type of authority, ...e.g. officer, trustee, attorney in fact)

For property
(name of party on behalf of whom instrument was executed)

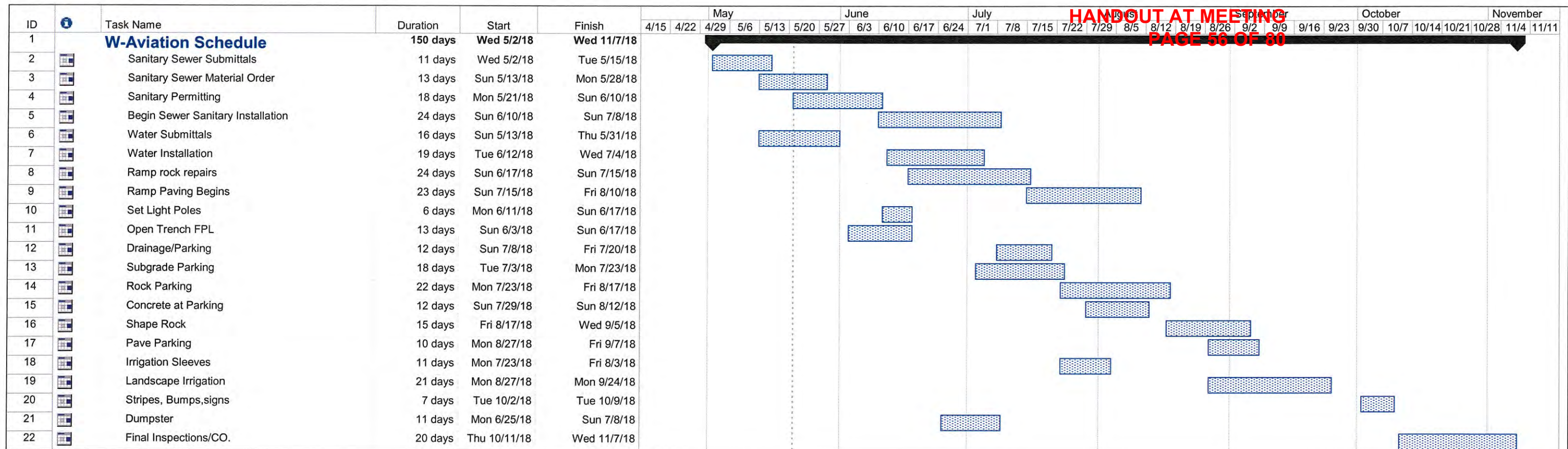
Personally known or produced the following type of identification:



Eric Carbonell
(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/ Director / Partner/Manager who signed above:
By Leopold By _____



Kimley-Horn takes no exception to the total length of time. However, Contractor has removed task links and milestones. As such Kimley-Horn cannot verify individual task lengths and sequence. -TFO

Kimley-Horn and Associates, Inc.

- NO EXCEPTIONS TAKEN
- CORRECTIONS NOTED
- REJECTED
- VERIFY AND MAKE CORRECTIONS
- RESUBMIT

Our limited review is only for compliance with the design concept and information given in the Contract Documents. Contractor is solely responsible for dimensions, quantities, performance, safety, coordination with other work, and all other requirements of the Contract Documents. Review does not authorize changes to contract unless stated specifically in separate letter or change order.

Reviewed by: TFO Date: 5/21/2018

Project: W-Aviation Schedule...Lee W
Date: Mon 5/21/18

Task Progress Summary External Tasks Deadline

Split Milestone Project Summary External Milestone



(sent via email)

May 7, 2018

Mr. Leonel Leon, Vice Presidente
KC FXE Aviation Investments, LLC
5901 Northwest 24th Way
Ft. Lauderdale, FL 33309

RE: ***W Aviation***
Permit Number: 15020857
Fort Lauderdale, FL

Dear Mr. Leon,

Per the request of KC FXE Aviation Investments (W Aviation), Kimley-Horn has reviewed Permit Number: 15020857 with intent of determining its history, relation to the master building permit for the hangar construction, and its current status. This letter will summarize our findings.

Permit Number: 15020857 is a paving and grading permit. It was originally issued to Nebenka Construction, LLC on August 4, 2015 for the purposes of grading and paving the proposed W Aviation apron. As you know, Nebenka was W Aviation's original earth work contractor. They installed the exfiltration trenches and built the lime rock base course which currently exists on the subject site. The Contract Documents required P-401 Hot Mixed Asphalt Pavement to be constructed on top of the lime rock base course. Nebenka did not have a background in constructing this material. With their trade being completed in the fall of 2016, they were excused from the project. W Aviation began searching for a paving contractor who had the required experience. However, several of the contractors who bid the project had difficulty preparing the P-401 Job Mix Formula (JMF) to meet the requirements of the technical specifications. Currently, JMS Construction Services, Inc. (JMS) as a sub-contractor to Walker Design & Construction is working to prepare a suitable JMF.

On February 3, 2017, W Aviation executed an agreement with Walker Design and Construction, Co (WDC) for the purposes of constructing two hangars. The hangars were assigned Master Building Permit number: 16021335. This permit was issued on April 21, 2017, and was unrelated to 15020857. As previously discussed many contractors were having difficulty meeting the specification requirements. To simplify the construction contracts under one general contractor, and resolve the JMF matter, on September 17, 2017, 15020857 was transferred to WDC. JMS, as sub-contractor, was asked to prepare the JMF.



On March 19, 2018, WDC received a notice from the City of Fort Lauderdale explaining that unless action is taken by March 29, 2018, Permit Number: 15020857 would expire. Despite this notice, the permit was inadvertently allowed to expire. It is currently unclear why this occurred.

Kimley-Horn received notice this evening from Eric Carbonell, W Aviation's permit expediter, that 15020857 has been renewed and then attached to 16021335, the hangar Master Building permit, so that it would no longer expire – as long as inspections are performed on a regular basis. Accordingly, the status of 15020857 is open.

Should you have any questions regarding this information please contact me at (561) 840-0825.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Thomas F. O'Donnell".

Thomas F. O'Donnell

Last Login: 05/21/2018 12:51 (Eastern Time)



Welcome, Inez
Inbox | User Material | Log Off

Timeout: 0:29:59

Treasury Dashboard Information Reporting Payments Transfers Check Services Tools

View US Wire

Use this page to view a US Wire

View Payment History

Payment Information

Status	Confirmed
Confirmation Number	180131005653
Payment Number	61602597
Template Name	W Aviation - City Rent
Debit Account	1000169034419 - W AVIATION LLC
Debit Amount	16,955.32 USD
Value Date	01/31/2018
Send Date	01/31/2018
Frequency	One-Time Only
Sender's Reference	
Reference for Recipient	Rent / Lease
Details of Payment	ID: 7830-fl CE2558 Parcel 8 AB Month Rent: January 2018
Ordering Customer	

Recipient Information

Recipient	City of Ft Lauderdale Airport MM Account Number 157517097901 5260 Parkway Plaza Blvd Ste 110 Charlotte, NC 28217
Recipient Bank	US BANK NA ABA (Wire) 121122676 PORTLAND PORTLAND OR UNITED STATES

[Cancel](#)

**ITEM 2
HANDOUT AT MEETING**

Alerts 0 Approvals 0 Messages 0
PAGE 60 OF 80

Last Login: 05/21/2018 12:51 (Eastern Time)



Welcome, Inez
Inbox | User Material | Log Off
Timeout: 0:29:58

Treasury Dashboard Information Reporting Payments Transfers Check Services Tools

View US Wire

Use this page to view a US Wire

View Payment History

Payment Information

Status	Confirmed
Confirmation Number	180301006863
Payment Number	61858176
Template Name	W Aviation - City Rent
Debit Account	1000169034419 - W AVIATION LLC
Debit Amount	16,955.32 USD
Value Date	03/01/2018
Send Date	03/01/2018
Frequency	One-Time Only
Sender's Reference	
Reference for Recipient	Rent / Lease
Details of Payment	ID: 7830-fl CE2558 Parcel 8 AB Month Rent: February 2018
Ordering Customer	

Recipient Information

Recipient	City of Ft Lauderdale Airport MM Account Number 157517097901 5260 Parkway Plaza Blvd Ste 110 Charlotte, NC 28217
Recipient Bank	US BANK NA ABA (Wire) 121122676 PORTLAND PORTLAND OR UNITED STATES

[Cancel](#)

ITEM 2
HANDOUT AT MEETING
PAGE 61 OF 80

- Last Login: 05/21/2018 12:51 (Eastern Time)

Alerts 0 Approvals 0 Messages 0



Welcome, Inez
Inbox | User Material | Log Off
Timeout: 0:29:59

Treasury Dashboard Information Reporting Payments Transfers Check Services Tools

View US Wire

Use this page to view a US Wire

View Payment History

Payment Information

Status	Confirmed
Confirmation Number	180409010140
Payment Number	62216499
Template Name	W Aviation - City Rent
Debit Account	1000169034419 - W AVIATION LLC
Debit Amount	16,955.35 USD
Value Date	04/09/2018
Send Date	04/09/2018
Frequency	One-Time Only
Sender's Reference	
Reference for Recipient	Rent / Lease
Details of Payment	ID: 7830-fl CE2558 Parcel 8 AB Month Rent: March 2018
Ordering Customer	

Recipient Information

Recipient	City of Ft Lauderdale Airport MM Account Number 157517097901 5260 Parkway Plaza Blvd Ste 110 Charlotte, NC 28217
Recipient Bank	US BANK NA ABA (Wire) 121122676 PORTLAND PORTLAND OR UNITED STATES

[Cancel](#)

ITEM 2
HANDOUT AT MEETING
PAGE 62 OF 80

- Last Login: 05/21/2018 12:51 (Eastern Time)

Alerts 0 Approvals 0 Messages 0



Welcome, Inez
Inbox | User Material | Log Off
Timeout: 0:29:59

Treasury Dashboard Information Reporting Payments Transfers Check Services Tools

View US Wire

Use this page to view a US Wire

View Payment History

Payment Information

Status Confirmed

Confirmation Number 180510005732

Payment Number 62478474

Template Name W Aviation - City Rent

Debit Account 1000169034419 - W AVIATION LLC

Debit Amount 16,955.35 USD

Value Date 05/10/2018

Send Date 05/10/2018

Frequency One-Time Only

Sender's Reference

Reference for Recipient Rent / Lease

Details of Payment ID: 7830-fl
CE2558 Parcel 8 AB
Month Rent: APRIL 2018

Ordering Customer

Recipient Information

Recipient City of Ft Lauderdale Airport MM
Account Number 157517097901
5260 Parkway Plaza Blvd Ste 110
Charlotte, NC 28217

Recipient Bank US BANK NA
ABA (Wire) 121122676
PORTLAND
PORTLAND OR UNITED STATES

[Cancel](#)

ITEM 2
HANDOUT AT MEETING
PAGE 63 OF 80

- Last Login: 05/21/2018 12:51 (Eastern Time)

Alerts 0 Approvals 0 Messages 0



Welcome, Inez
Inbox | User Material | Log Off

Timeout: 0:29:58

Treasury Dashboard Information Reporting Payments Transfers Check Services Tools

View US Wire

Use this page to view a US Wire

View Payment History

Payment Information

Status Confirmed

Confirmation Number 180517006682

Payment Number 62523243

Template Name W Aviation - City Rent

Debit Account 1000169034419 - W AVIATION LLC

Debit Amount 16,955.35 USD

Value Date 05/17/2018

Send Date 05/17/2018

Frequency One-Time Only

Sender's Reference

Reference for Recipient Rent / Lease

Details of Payment ID: 7830-fl
CE2558 Parcel 8 AB
Month Rent: May 2018

Ordering Customer

Recipient Information

Recipient City of Ft Lauderdale Airport MM
Account Number 157517097901
5260 Parkway Plaza Blvd Ste 110
Charlotte, NC 28217

Recipient Bank US BANK NA
ABA (Wire) 121122676
PORTLAND
PORTLAND OR UNITED STATES

Cancel

ITEM 2
HANDOUT AT MEETING
PAGE 65 OF 80

Close Window Print Screen



View Transaction Printable View

Front of Check

Views: Front Back Front and Back



Enlarge Save

Account: Business Checking Analyzed -
*****4419

Transaction: Debit with image 2475

Customer Reference Number: 2475

Date/Time Cleared: 03/16/2018 00:00

Amount: \$(7,213.72)

Date/Time Initiated: 03/16/2018 00:00

FI Reference Number: 20180316000000072137200000024759

Description: CHECK

ITEM 2
HANDOUT AT MEETING
 MONTHLY FUEL FLOWAGE REPORT
 W Aviation February 2018
PAGE 66 OF 80
 Due 15th of the Following Month

Parcel 8AB - KC FXE Aviation Investments, LLC (FF North)							
	Receive	Invoice		Price		Rate	Amount
	Date	Date	Gallons	per Gallon	Total	5.50%	Due
513676	02/02/18	02/02/18	7,933	2.208263	17,518.15	5.50%	963.50
683525	02/05/18	02/05/18	7,944	2.08350	16,551.32	5.50%	910.32
514970	02/10/18	02/10/18	7,916	2.18653	17,308.53	5.50%	951.97
684527	02/13/18	02/13/18	7,934	1.86890	14,827.85	5.50%	815.53
684905	02/16/18	02/16/18	7,840	1.92910	15,124.14	5.50%	831.83
516310	02/17/18	02/17/18	3,965	2.08097	8,251.05	5.50%	453.81
516937	02/20/18	02/20/18	7,936	1.99403	15,824.58	5.50%	870.35
517161	02/21/18	02/21/18	3,965	2.01437	7,986.99	5.50%	439.28
517328	02/22/18	02/22/18	7,926	1.99403	15,804.64	5.50%	869.26
517743	02/24/18	02/24/18	7,930	1.99403	15,812.62	5.50%	869.69
686552	02/28/18	02/28/18	7,921	2.03020	16,081.21	5.50%	884.47
		01/00/00			-		
		01/00/00			-		
		01/00/00			-		
		01/00/00			-		
	Jet Sub-Total		79,210				8,860.01
					161,091.10		
Avgas							
					-	5.50%	
					-	5.50%	
	Avgas Sub-Total		-	-	-	5.50%	-
Total Fuel Farm North							
					Total Fuel (NORTH)		8,860.01
					Sales Tax 6%		531.60
					Total Due (NORTH)		9,391.61

Parcel 2A - Ross Southern Properties, LLC (FF South)							
	Receive	Invoice		Price		Rate	Amount
	Date	Date	Gallons	per Gallon	Total	5.50%	Due
Jet A							
N/A					0.00%	0.00%	-
					0.00%	0.00%	-
	Jet Sub-Total		-				-
	Avgas Sub-Total		-				-
Total Fuel Farm South							
					Sales Tax 6%		-
					Total Due (SOUTH)		-

Remit To:

City Of Fort Lauderdale
 Executive Airport
 6000 NW 21st Avenue
 Fort Lauderdale, FL 33309

Total W Aviation:

Total Gallons Received: 79,210
 Total Fuel Flowage Due 8,860.01
 Total Sales Tax 6% 531.60
 Total Payment Remitted 9,391.61

3-8-18 PL

ITEM 2
HANDOUT AT MEETING
PAGE 67 OF 80

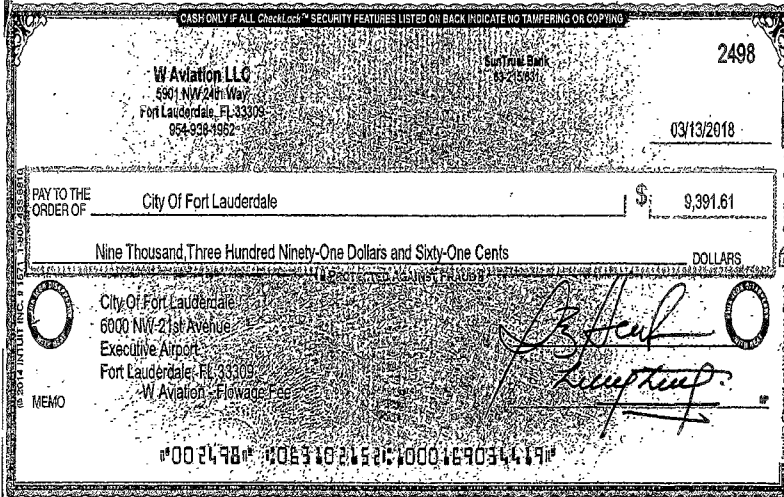
Close Window Print Screen



View Transaction Printable View

Front of Check

Views: Front Back Front and Back



Enlarge Save

Account: Business Checking Analyzed -
*****4419

Transaction: Debit with image 2498

Customer Reference Number: 2498

Date/Time Cleared: 04/30/2018 00:00

Amount: \$(9,391.61)

Date/Time Initiated: 04/30/2018 00:00

FI Reference Number: 20180430000000093916100000024987

Description: CHECK

ITEM 2
HANDOUT AT MEETING
 MONTHLY FUEL FLOWAGE REPORT
 W Aviation - March 2018
 PAGE 68 OF 80
 Due 15th of the Following Month

Parcel 8AB - KC FXE Aviation Investments, LLC (FF North)							
BOL #	Receive Date	Invoice Date	Gallons	Price per Gallon	Total	Rate	Amount Due
687341	03/06/18	03/06/18	7,929	1.95270	15,482.97	5.50%	851.56
687833	03/10/18	03/10/18	7,931	1.92660	15,279.87	5.50%	840.39
688581	03/15/18	03/15/18	7,947	1.92110	15,266.99	5.50%	839.68
688875	03/17/18	03/17/18	7,960	1.94030	15,444.80	5.50%	849.46
689388	03/21/18	03/21/18	7,932	1.98800	15,768.82	5.50%	867.29
689687	03/23/18	03/23/18	7,944	2.04050	16,209.73	5.50%	891.54
690409	03/28/18	03/28/18	7,934	2.08670	16,555.89	5.50%	910.57
690742	03/30/18	03/30/18	7,929	2.07850	16,480.43	5.50%	906.42
519197	03/03/18	03/03/18	3,969	2.10417	8,351.47	5.50%	459.33
854234	03/09/18	03/09/18	7,943	2.07361	16,470.71	5.50%	905.89
857558	03/27/18	03/27/18	7,932	2.10271	16,678.72	5.50%	917.33
					-		
					-		
					-		
					-		
	Jet Sub-Total		83,350				9,239.46
					167,990.41		
Avgas							
561868	03/09/18	03/09/18	1,980	2.92660	5,794.67	5.50%	318.71
					-	5.50%	
	Avgas Sub-Total		1,980	2.92660	5,794.67	5.50%	318.71
Total Fuel Farm North							
						Total Fuel (NORTH)	9,558.17
						Sales Tax 6%	573.49
						Total Due (NORTH)	10,131.66

Total

Parcel 2A - Ross Southern Properties, LLC (FF South)							
	Receive Date	Invoice Date	Gallons	Price per Gallon	Total	Rate	Amount Due
Jet A							
N/A					0.00%	0.00%	-
					0.00%	0.00%	-
	Jet Sub-Total		-				-
	Avgas Sub-Total		-				-
Total Fuel Farm South							
						Sales Tax 6%	-
						Total Due (SOUTH)	-

Remit To:

City Of Fort Lauderdale
 Executive Airport
 6000 NW 21st Avenue
 Fort Lauderdale, FL 33309

Total W Aviation:

Total Gallons Received: 85,330
 Total Fuel Flowage Due 9,558.17
 Total Sales Tax 6% 573.49
 Total Payment Remitted 10,131.66

ITEM 2
HANDOUT AT MEETING
PAGE 69 OF 80

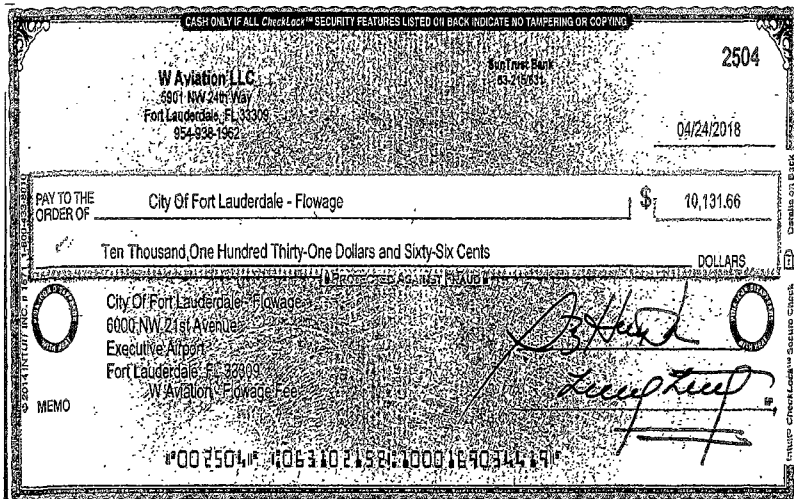
Close Window Print Screen



View Transaction Printable View

Front of Check

Views: **Front** Back Front and Back



Enlarge Save

Account: Business Checking Analyzed -
*****4419

Transaction: Debit with image 2504

Customer Reference Number: 2504

Date/Time Cleared: 04/30/2018 00:00

Amount: \$(10,131.66)

Date/Time Initiated: 04/30/2018 00:00

FI Reference Number: 2018043000000001013166000000025048

Description: CHECK

ITEM 2
HANDOUT AT MEETING
 MONTHLY FUEL FLOWAGE REPORT
PAGE 70 OF 80
 W Aviation - 2018 - APRIL

Due 15th of the Following Month

Parcel 8AB - KC FXE Aviation Investments, LLC (FF North)

Jet A							
Receive		Invoice		Price		Rate	Amount
BOL #	Date	Date	Gallons	per Gallon	Total	5.50%	Due
691235	04/03/18	04/03/18	7,904	2.04270	✓ 16,145.51	5.50%	888.00
691776	04/07/18	04/07/18	7,924	2.03780	✓ 16,147.54	5.50%	888.11
692409	04/12/18	04/12/18	7,925	2.17120	✓ 17,206.77	5.50%	946.37
692706	04/14/18	04/14/18	7,909	2.16670	✓ 17,136.44	5.50%	942.50
694037	04/25/18	04/25/18	7,902	2.18580	✓ 17,272.21	5.50%	949.97
694441	04/29/18	04/29/18	7,928	2.20430	✓ 17,475.70	5.50%	961.16
Jet A Sub-Total			47,492				5,576.13
Avgas							
Receive		Invoice		Price		Rate	Amount
BOL #	Date	Date	Gallons	per Gallon	Total	5.50%	Due
859082	4/4/2018	4/4/2018	1,976	3.08770	6,101.30	5.50%	335.57
861780	4/19/2018	4/19/2018	3,937	3.08820	12,158.25	5.50%	668.70
Avgas Sub-Total			5,913				1,004.27
Total Fuel Farm North							
						Total Fuel (NORTH)	6,580.40
						Sales Tax 6%	394.82
						Total Due (NORTH)	6,975.23

Total

W Aviation LLC

2518

City Of Fort Lauderdale - Flowage

5/21/2018

GL Account #	GL Account Name	Aircraft	Job	Amount
2999.0000	Advance Payments			6,975.23
Totals				6,975.23

April Flowage Fee



100501

Rev 2/14

ITEM 2
HANDOUT AT MEETING
Official Check
Customer Copy, Non-Negotiable
PAGE 71 OF 80

5300017315

W AVIATION LLC

May 22, 2018

SIX THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS
and 23 CENTS

\$6975.23

CITY OF FT LAUDERDALE

RECEIVED

MAY 22 2018

FORT LAUDERDALE

EXECUTIVE AIRPORT

W Aviation LLC

2520

City Of Fort Lauderdale

Invoice ID #	Invoice Number	Invoice Date	Invoice Amount	5/21/2018 Amount Paid	Discount Taken
13403	AR 11796	4/30/2018	26.20	26.20	
13404	AR11795	4/30/2018	99.63	99.63	
Totals			125.83	125.83	

RECEIVED

MAY 22 2018

FORT LAUDERDALE
EXECUTIVE AIRPORT

11795 -11796

W Aviation LLC

2519

City Of Fort Lauderdale

Invoice ID #	Invoice Number	Invoice Date	Invoice Amount	5/21/2018 Amount Paid	Discount Taken
13405	AR 11792	4/17/2018	636.00	636.00	
Totals			636.00	636.00	

RECEIVED

MAY 22 2018

FORT LAUDERDALE
EXECUTIVE AIRPORT

May Parking

ITEM 2
HANDOUT AT MEETING
PAGE 72 OF 80

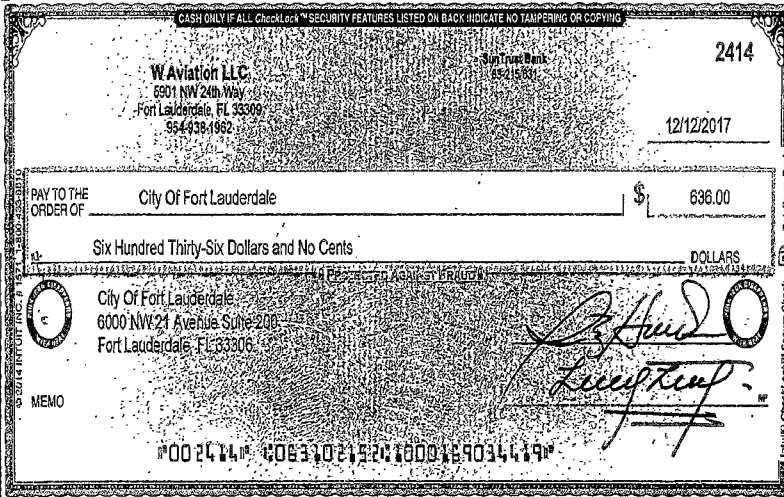
Close Window Print Screen



View Transaction Printable View

Front of Check

Views: Front Back Front and Back



Enlarge Save

Account: Business Checking Analyzed -
*****4419

Transaction: Debit with image 2414

Customer Reference Number: 2414

Date/Time Cleared: 01/11/2018 00:00

Amount: \$(636.00)

Date/Time Initiated: 01/11/2018 00:00

FI Reference Number: 20180111000000006360000000024146

Description: CHECK

ITEM 2
HANDOUT AT MEETING
PAGE 73 OF 80

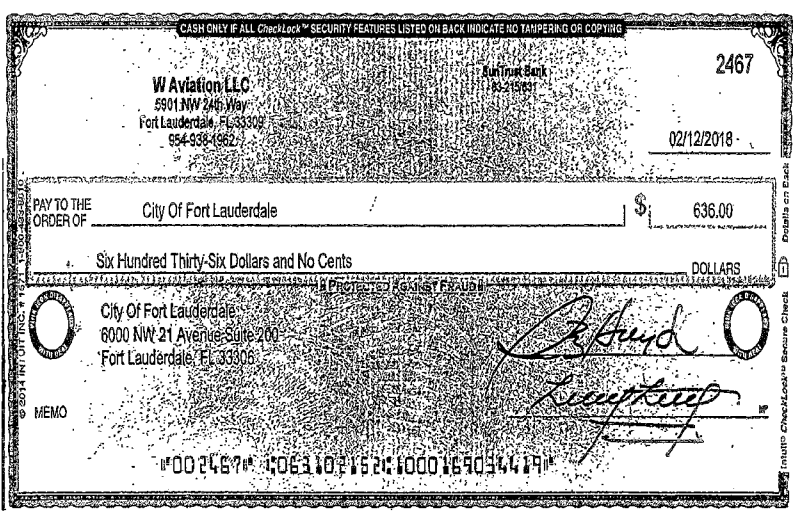
Close Window Print Screen



View Transaction Printable View

Front of Check

Views: **Front** Back Front and Back



Enlarge Save

Account: Business Checking Analyzed -
*****4419

Transaction: Debit with image 2467

Customer Reference Number: 2467

Date/Time Cleared: 03/01/2018 00:00

Amount: \$(636.00)

Date/Time Initiated: 03/01/2018 00:00

FI Reference Number: 20180301000000006360000000024676

Description: CHECK

ITEM 2
HANDOUT AT MEETING
PAGE 74 OF 80

Close Window

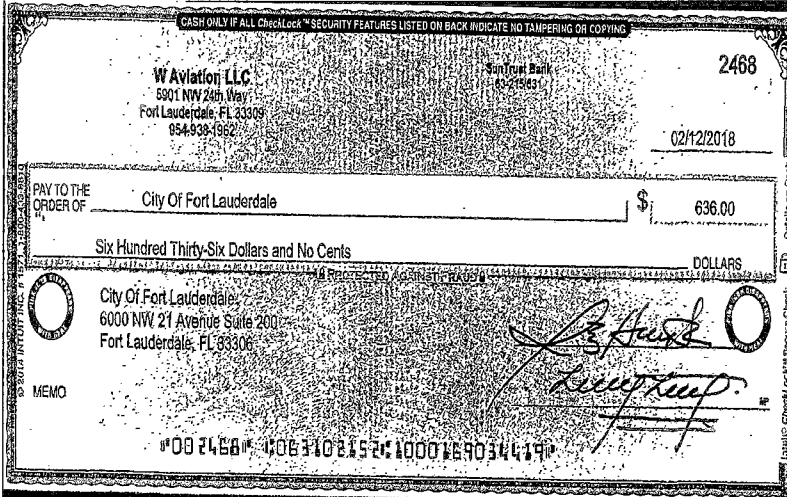
Print Screen



View Transaction Printable View

Front of Check

Views: **Front** Back Front and Back



Enlarge Save

Account: Business Checking Analyzed -
*****4419

Transaction: Debit with image 2468

Customer Reference Number: 2468

Date/Time Cleared: 03/01/2018 00:00

Amount: \$(636.00)

Date/Time Initiated: 03/01/2018 00:00

FI Reference Number: 20180301000000006360000000024687

Description: CHECK

ITEM 2
HANDOUT AT MEETING
PAGE 75 OF 80

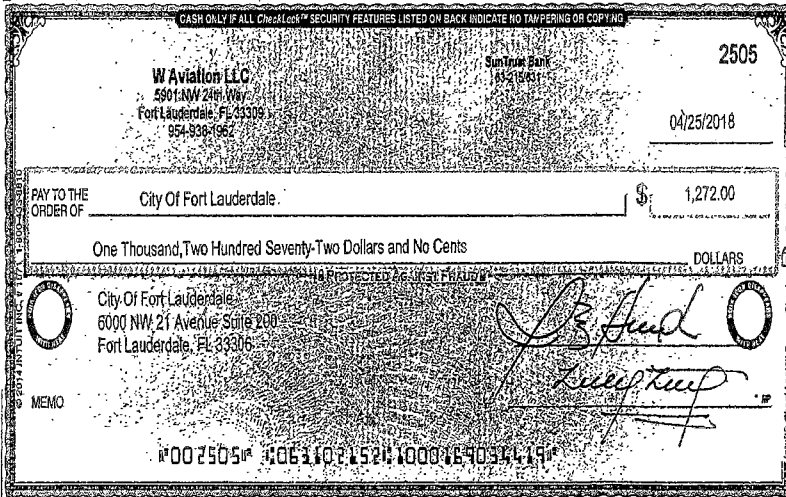
Close Window Print Screen



View Transaction Printable View

Front of Check

Views: Front Back Front and Back



Enlarge Save

Account: Business Checking Analyzed -
*****4419

Transaction: Debit with image 2505

Customer Reference Number: 2505

Date/Time Cleared: 04/30/2018 00:00

Amount: \$(1,272.00)

Date/Time Initiated: 04/30/2018 00:00

FI Reference Number: 201804300000000012720000000025056

Description: CHECK

Invoice ID # 13405 Invoice Number AR 11792

HANDOUT AT MEETING
PAGE 76 OF 80
Invoice Date 4/17/2018 Invoice Amount 636.00
Totals 636.00

5/21/2018
Amount Paid 636.00 Discount Taken 636.00

May Parking



10059 J131738 (9/16)



100591



Rev 2/14

AR NO.	Description of Articles or Services	Cash Code	Amount Due	Index code	Subject
11792	Rent for Parcel 8G Temp Parking May-2018	2200	\$ 600.00	TAM070101	N265
	Florida tax	3100	\$ 36.00	FD001	219-450009

PAST DUE AMOUNT

CURRENT DUE AMOUNT

\$ 636.00

PAY THIS AMOUNT

\$ 636.00

CERTIFIED TO FINANCE FOR COLLECTION

BY: *Diana R. McNeill*

DATE: 4/17/2018

GL Code	I/E	Amount	Dept / A/c
8300.0010		636.00	
Purchase Order #	Item #		
Approved By: <i>[Signature]</i>	Date: 5-16-18		

PAID
[Signature]
5-16-18

ITEM 2
HANDOUT AT MEETING
PAGE 77 OF 80

THIRD AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT
(PARCEL 8AB)

THIS IS A THIRD AMENDMENT TO LEASE AGREEMENT, entered into on June _____, 2018 ("Effective Date"), between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of Florida, referred to as "Lessor",

and

KC FXE AVIATION INVESTMENTS, LLC, a Florida limited liability company, referred to as "Lessee".

WHEREAS, pursuant to Resolution No. _____, adopted at its meeting of _____, 2018 the City Commission of City authorized the City Manager to enter into this Third Amendment to Amended and Restated Lease Agreement for Parcel 8AB at Fort Lauderdale Executive Airport ("Third Amendment"); and

WHEREAS, Lessee leases certain property from Lessor known as Parcel 8AB at Fort Lauderdale Executive Airport, under an Amended and Restated Lease Agreement dated October 20, 2009 ("Lease Agreement"); and

WHEREAS, on August 16, 2016, the Lessor and Lessee executed a Second Amendment to Amended and Restated Lease Agreement ("Second Amendment"); and

WHEREAS, the Lessor declares that retroactively amending the Lease Agreement and Second Amendment is in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Lessor and Lessee agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Paragraph 4, TERM, of the Second Amendment is amended to delete the stricken text and to add the underlined text as follows:

4. TERM. The parties acknowledge and agree that the Term of this Lease Agreement commenced on November 1, 2009 ("Commencement Date"), and shall terminate thirty (30) years thereafter, unless sooner terminated as provided in this Lease. The Term of this Agreement will expire twelve (12) months from its Commencement Date if Lessee fails to provide City with evidence that it has expended funds for the renovation or improvement of the Premises equal to the minimum investment of Two Hundred Thousand (\$200,000.00) Dollars. Thereafter, this Agreement will automatically terminate if Lessee fails to provide City with evidence that Lessee has constructed the Phase II Improvements which support a minimum investment of One Million Eight Hundred Thousand and No/100 Dollars

ITEM 2
HANDOUT AT MEETING
PAGE 78 OF 80

(\$1,800,000.00) within One Hundred and Eighty (180) days from the Effective Date of this Third Amendment subject to any permitting extensions as may occur as a result of declared states of emergency as reflected by the occurrence of any executive orders that may be issued by the Governor with the effect of extending permits pursuant to Section 252.363, Florida Statutes. In addition, this Agreement shall automatically terminate if Lessee has not constructed the Phase III Improvements which support a minimum investment of Three Million and No/100 Dollars (\$3,000,000.00) on or before December 31, 2022.

3. In all other respects the Amended and Restated Lease Agreement and Second Amendment is unchanged and remains in full force and effect in accordance with the terms thereof.

4. This Third Amendment shall be effective retroactively to August 16, 2016.

[This Space Intentionally Left Blank]
[Signature Pages Follow]

ITEM 2
HANDOUT AT MEETING
PAGE 79 OF 80

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

LESSOR

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the state of Florida

By _____

_____, Mayor

Print Name

By _____

LEE R. FELDMAN, City Manager

Print Name

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

Approved as to form:

Cynthia Everett, City Attorney

Lynn Solomon

Assistant City Attorney

**ITEM 2
HANDOUT AT MEETING
PAGE 80 OF 80**

LESSEE

WITNESSES:

KC FXE AVIATION INVESTMENTS, LLC,
a Florida limited liability company.

By _____

Mark B. Goldstein, Manager

[Witness print name]

[Witness print name]

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by MARK B. GOLDSTEIN as Manager Member of KC FXE AVIATION INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company. Who is personally known to me or has produced _____ as identification.

(SEAL) _____

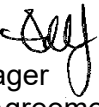
Signature Notary Public, State of Florida taking Acknowledgment

Printed Name of Notary Typed,

My Commission Expires: _____

Commission Number

REVISED ITEM 3

DATE: May 24, 2018
TO: Aviation Advisory Board 
FROM: Rufus A. James, Airport Manager
SUBJECT: Parcel 7A Hangar Lease Agreement with ~~A.O.G. Aircraft Service Inc.~~
Florida Jet Center, Inc.

We have been approached by Mr. Terry Robertson of Florida Jet Center, Inc. (Florida Jet) to lease the Airport hangar and associated facilities on Parcel 7A (Exhibit 1). The hangar has been occupied by Mr. Ken Fick of AOG Aircraft Services, Inc. during the past five years providing aircraft maintenance services. The facilities include a hangar, which is approximately 4,550 square feet, approximately 600 square feet of office space, approximately 6,250 square feet of ramp space in front of the hangar and ten (10) vehicle parking spaces on the east side of the building (Exhibit 2).

Based on a survey of comparable facilities on the Airport, staff has negotiated a rental rate of \$6,300 per month with annual CPI adjustments for a five (5) year term.

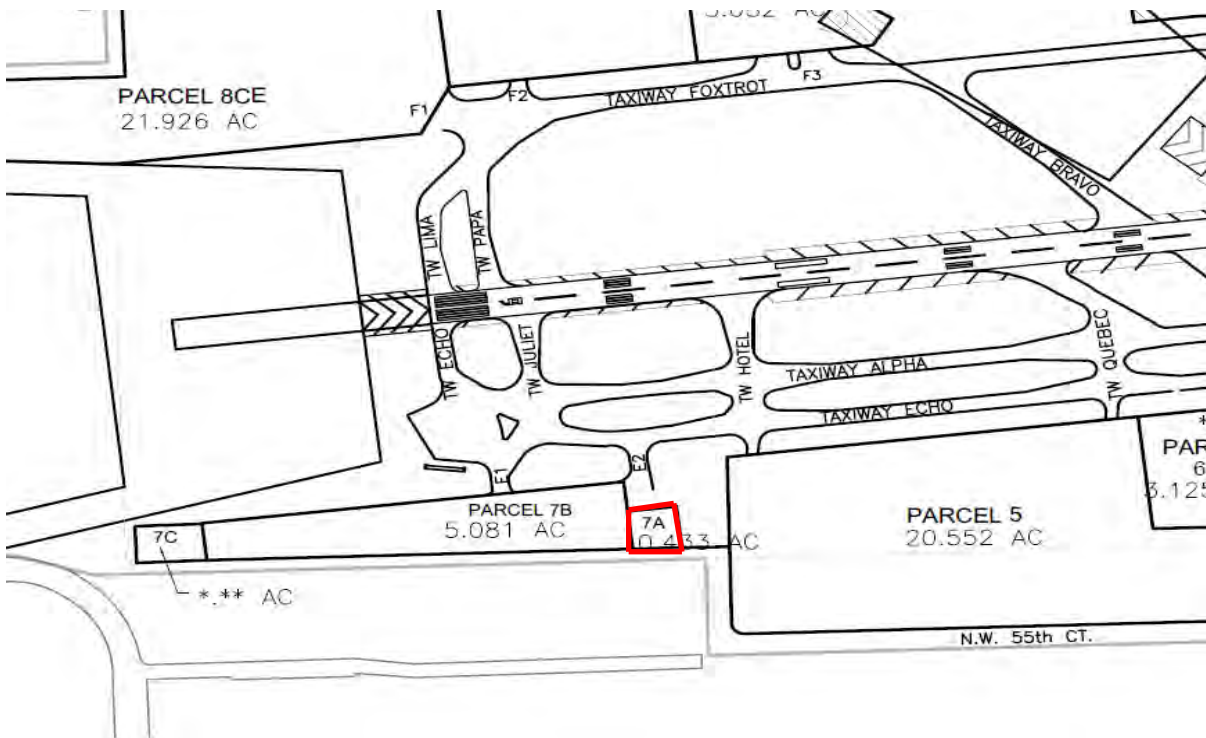
Florida Jet has been in business since 1976 and commenced renting hangar space at Executive Airport in 1986 from Sheltair. Mr. Robertson started his business with a small team of aircraft mechanics and now employs a team of 38 employees. The company is an FAA-approved repair station, providing services to the flying public ranging from routine aircraft maintenance inspections to major repairs, and operates several aircraft under their air charter certificate.

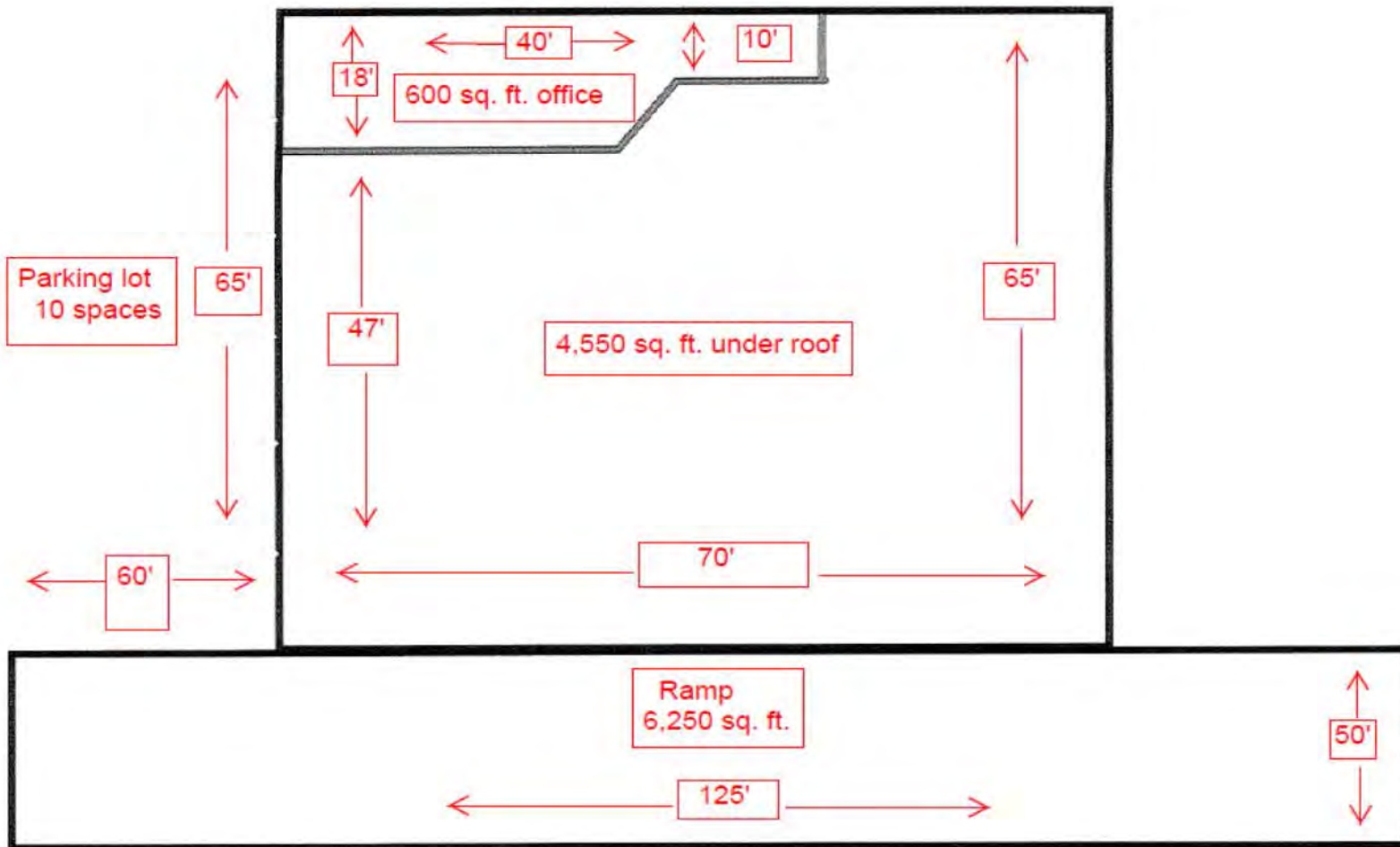
Mr. Robertson indicates that he has a need for additional hangar space to meet the demands of his growing business and the proximity of Parcel 7A, which is adjacent to his current hangar that he rents from Sheltair, makes it an ideal location.. He looks forward to the consistent growth at Executive Airport and wants to continue to provide the best on-demand charter flights and exceptional aircraft maintenance to clients located worldwide.

Staff sees this as an opportunity to realize continued revenue from a piece of property that is entirely owned by the Airport, and to extend an opportunity to maintain the continued operation of a longtime tenant that has provided quality service to the operators and users of Executive Airport.

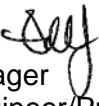
Staff Recommendation

Staff recommends that the City Manager enter into a Lease Agreement with Florida Jet Center, Inc. to lease the hangar and other improvements on Parcel 7A for a term of five (5) years at a rate of \$6,300 per month with annual CPI adjustments.





REVISED ITEM 4

DATE: May 24, 2018
TO: Aviation Advisory Board 
FROM: Rufus A. James, Airport Manager
BY: Fernando Blanco, Airport Engineer/Project Manager II
SUBJECT: Contract Award to Stanford Construction, Co for West Perimeter Loop Road Project

Currently, vehicles and aircraft on the west side of the Airport have to cross Runway 9 in order to relocate aircraft/equipment to areas north of the runway. These crossings affect tower operations, airfield traffic, and increase the possibility of unauthorized incursions. An asphalt perimeter road will be constructed along the western end of Runway 9 to minimize these crossings and to enhance the safety of airport operations.

The work includes milling, subgrade, limerock and asphalt paving, pavement striping and sodding. The design was completed by HDR Engineering, Inc., the Airport's engineering consultant firm. On February 24, 2018, the Procurement Services Division issued Invitation to Bid Number 12112-683 and the City received eight bids in response to the solicitation, which were opened on April 4, 2018.

Bidder	Contract Amount
Stone Concept Miami, Inc.	\$764,110.00
Stanford Construction	\$864,215.29
Weekley Asphalt Paving	\$874,622.70
DP Development	\$4928,804.00
Janice M. Riley	\$950,081.99
General Asphalt Co. Inc.	\$980,584.10
Sagaris Corp.	\$1,084,948.75
Florida Blacktop, Inc.	\$1,089,063.28

The low bid submitted by Stone Concept Miami, Inc., of Miami Springs, FL, did not meet the requirements of the bid as they did not provide satisfactory references at the time of bid opening. The Procurement Services Division contacted Stone Concept Miami several times requesting them to provide the proper references. Stone Concept Miami indicated that they were not the prime contractor on any projects of a similar nature, a requirement of the bid specifications.

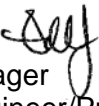
The Procurement Services Division has recommended, and staff has agreed, to reject the first low bidder and award the contract to the second low bidder, Stanford Construction, Co. After review of the references submitted by Stanford Construction Co., staff has determined them as being responsive and responsible.

Funds for this contract award are available from within the project budget as well as from a Joint Participation Agreement with the Florida Department of Transportation for reimbursement of 80% of eligible project costs.

Staff Recommendation

Staff recommends award of the contract to Stanford Construction, Inc., in the amount of \$864,215.29, for the Fort Lauderdale Executive Airport West Perimeter Loop Road Project.

ITEM 5

DATE: May 24, 2018
TO: Aviation Advisory Board 
FROM: Rufus A. James, Airport Manager
BY: Fernando Blanco, Airport Engineer/Project Manager II
SUBJECT: Approval of Contract Negotiations for General Aviation Consultant Services with HDR, Inc. and Kimley-Horn and Associates, Inc.

The current contract to provide General Aviation Consultant Services with HDR Engineering, Inc. expires on August 18, 2018. In anticipation of this, the Airport prepared a Request for Qualifications (RFQ) and Scope of Services to select a consultant firm(s) to provide consultant services for upcoming Airport Capital Improvement Program projects. The Scope of Services detailed a comprehensive list of possible projects that may be accomplished by the selected firm(s) based on the Airport's 5-year CIP, as follows:

- Airfield Signage Replacement
- Taxiway Extension
- Taxiway Intersection Improvements
- By-Pass Taxiways
- Run-up Area Expansion
- AES Facility Expansion

The RFQ was issued on March 7, 2018 and four (4) responses were received on April 2, 2018. An Evaluation Committee was established to review the submittals and shortlist a minimum of three (3) firms for further evaluation. The shortlisting took place on April 27, 2018.

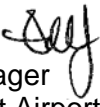
On May 14, 2018 the Evaluation Committee attended presentations by the short-listed firms. After presentations were completed, the Committee carefully reviewed the firms and recommends the following rankings:

1. HDR, Inc.
2. Kimley-Horn and Associates, Inc.
3. Michael Baker International, Inc.

Staff Recommendation

Staff recommends the adoption of the Evaluation Committee's recommendations for ranking the firms, and authorization to negotiate with the top two-ranked firms. Major projects and task orders will be brought back to the Board and City Commission on a project-by-project basis, as funding is determined.

ITEM 6

DATE: May 24, 2018
TO: Aviation Advisory Board 
FROM: Rufus A. James, Airport Manager
BY: Carlton M. Harrison, Assistant Airport Manager
SUBJECT: Parcel 16 Master Utility License Agreement

Sheltair leases Parcel 16 at Executive Airport (FXE) which consists of 9.388 acres under terms of a lease expiring in April 2042. The property has been improved with the construction of four large hangars totaling approximately 76,000 square feet, approximately 21,000 square feet of office space and associated aircraft and automobile parking. Sheltair seeks to further improve the property with the additional construction of one large hangar totaling approximately 16,500 square feet with associated office and areas for aircraft and automobile parking.

In order fully develop the site, a License Agreement between the City of Fort Lauderdale and Florida Power & Light Company is required for the installation of utility lines and facilities (Exhibit 1). In addition to the installation of facilities, the Agreement ensures restoration of service and application of wind resistant technologies when able. Both Airport and City staff have reviewed the Agreement and find it acceptable.

Staff Recommendation

Staff recommends entering into a Master License Agreement with Florida Power & Light Company for the installation of utility lines and facilities for Parcel 16.

**NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT
BETWEEN THE CITY OF FORT LAUDERDALE
AND FLORIDA POWER & LIGHT COMPANY
FOR INSTALLATION OF UTILITY LINES AND FACILITIES
AT FORT LAUDERDALE EXECUTIVE AIRPORT**

THIS NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT (this “**Master License**”) is entered into as of this ____ day of _____, 2018, by and between the City of Fort Lauderdale (“**Licensor**”) and Florida Power & Light Company, a Florida corporation (“**Licensee**”).

WITNESSETH:

WHEREAS, Licensee desires to obtain a non-exclusive license for the construction, installation, operation, maintenance, repair, removal and replacement of designated underground and overhead utility lines and facilities, and the equipment appurtenant thereto, on certain premises located at the Fort Lauderdale Executive Airport (“**Airport**”) owned by and under the control and supervision of Licensor, as more particularly shown and described on attached Exhibit “A” (“**Licensed Premises**”);

WHEREAS, Licensor desires to provide a non-exclusive license to Licensee for the Licensed Premises for such purposes; and

WHEREAS, Resolution No. _____ authorizes Licensor’s City Manager to issue and execute a standard utilities license for properties at the Airport.

NOW, THEREFORE, in consideration of the foregoing premises, and the agreements and representations hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Licensor in consideration of the sum of One Dollar and other good and valuable consideration paid by Licensee, the receipt and sufficiency of which are hereby acknowledged by Licensor, hereby grants unto Licensee a nonexclusive license and privilege to enter upon the Licensed Premises, as well as those other portions of the Airport available to the public, for the construction (subject to Licensor’s prior review and approval as set forth in Paragraph 3 below), installation, operation, maintenance, repair, removal, and replacement of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, towers, cables, conduits, anchors, guys, and equipment associated therewith, attachments and appurtenant equipment for communication purposes (collectively, the “**Facilities**”), over, under, in, on, upon and across the Licensed Premises; together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such Facilities or any part of them upon, across, over or under the Licensed Premises with all rights and privileges

necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Licensed Premises and on Airport lands adjoining the Licensed Premises that may interfere with the proper construction, operation and maintenance of such Facilities or any part of them, and with the full and free right of ingress and egress upon the Airport and the Licensed Premises (subject to any security or other requirements reasonably required by Licensee or the Federal Aviation Administration (“FAA”)) for personnel and equipment of Licensee, its contractors, agents, successors or assigns over the adjoining Airport lands, for the purpose of exercising and enjoying the rights granted by this Master License; provided, however, for any maintenance or operational activities associated with the Facilities after their initial installation, and except for emergencies associated with the Facilities, Licensee shall first notify the Airport Manager and Licensee’s Facilities Management Division regarding the proposed activities to determine that the activities will not adversely impact the Airport’s operations. Upon the construction and installation of the Facilities, Licensee shall have full ownership of the Facilities installed by Licensee within, on, or under the Licensed Premises, and shall have the exclusive responsibility for maintaining its Facilities for the duration of this Master License.

3. Licensee agrees to consult with Licensor’s Planning Division and Licensor’s Facilities Management Engineering & Construction Division prior to commencement of any installation project contemplated by this Master License in order for Licensee to obtain Licensor’s approval of the project that includes improved wind resistant technologies for the installed poles and power lines and Licensee’s compliance with crane heights for installation and repair work, as well as the approval of the FAA, if FAA approval is required for the project.

4. This Master License is granted upon the express condition that Licensee will restore or cause to be restored facilities or the surface of the Airport land, including paving, curbs, landscaping and other improvements, to substantially their original condition after each act of installation, construction, maintenance, repair or replacement by Licensee.

5. There is hereby reserved to Licensor, its successors and assigns, for the use and benefit of Licensor, a right to flight for the passage of aircraft in the air space above or about the surface of the Licensed Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air using said air space or landing at, taking off from, or operating on the Licensed Premises or Facilities subject to this Master License.

6. Licensee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects, or natural growth and other obstructions to be located or used as authorized herein on the Licensed Premises to such height so as to comply with FAA Regulations, including, but not limited to, 14 C.F.R. Part 77, and with the applicable County code, whichever is more restrictive, as same may be amended from time to time.

7. Licensee expressly agrees for itself, its successors, and assigns, to prevent any use of the Licensed Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

8. Licensee shall indemnify and save Licensor harmless from any and all claims, liability, losses and causes of actions which may arise out of the granting of this Master License to Licensee or the use and activities of Licensee under this Master License, except to the extent such claim, liability, loss or cause of action is occasioned by the negligence of Licensor and/or its employees. Licensee shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits in the name of Licensor, when applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney fees which may issue thereon.

9. In the event that Licensor upon ninety (90) days written notice, requires that the Facilities or uses authorized, constructed and/or installed as permitted by this Master License be relocated to some other location whether on or off the Airport as a result of the present or future operation of the Airport, such relocation shall be accomplished by Licensee at the sole cost and expense of the benefiting entity. This Master License shall thereupon be terminated and be of no further force and effect. Licensor shall grant a substitute license to the extent that the Facilities may be partially or fully relocated to any other portion of the Airport property.

10. In the future, Licensor and Licensee, upon a mutual written agreement signed by both Licensor and Licensee, may amend attached Exhibit A to include additional Licensed Premises within the scope of this Master License.

11. All notices required or permitted to be given under the terms and provisions of this Master License shall be in writing and shall be faxed, or hand delivered, or sent by nationally recognized overnight delivery service, to the parties as follows:

As to the Licensor:

Fort Lauderdale Executive Airport
6000 NW 21st Avenue
Fort Lauderdale, Florida 33309
Attn: Airport Manager

With copy to:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: City Attorney

As to the Licensee:

Florida Power & Light Company
Corporate Real Estate Department
700 Universe Boulevard
Juno Beach, Florida 33408

With copy to:

Florida Power & Light Company
General Counsel
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Seth S. Sheitelman, Esq.

or to such other address as may hereafter be provided by the parties in writing. Notices by nationally recognized overnight delivery service or hand delivery shall be deemed given upon receipt or refusal of delivery.

12. The individuals and entities executing below represent and warrant their corporate authority to execute this Master License, bind the respective entities hereto, and perform their obligations hereunder.

13. This Master License may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

(Signatures appear on following pages)

IN WITNESS WHEREOF, Licensor has caused this Master License to be executed on behalf of Licensor as authorized by Resolution No. _____.

ATTEST:

City of Fort Lauderdale

Jeffrey A. Modarelli, City Clerk

Lee R. Feldman, City Manager

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Candace R. Duff
Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

On this ____ day of _____, 2018 before me, the undersigned notary public, personally appeared _____, on behalf of the City of Fort Lauderdale, personally known to me to be the person who subscribed to the foregoing instrument or each who has produced _____, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): _____
Commission No.: _____
My Commission Expires: _____

IN WITNESS WHEREOF, Licensee has accepted the same under the conditions stated herein, on the date set forth below.

Licensee:

Florida Power & Light Company,
a Florida corporation

By _____
Name _____
Title _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

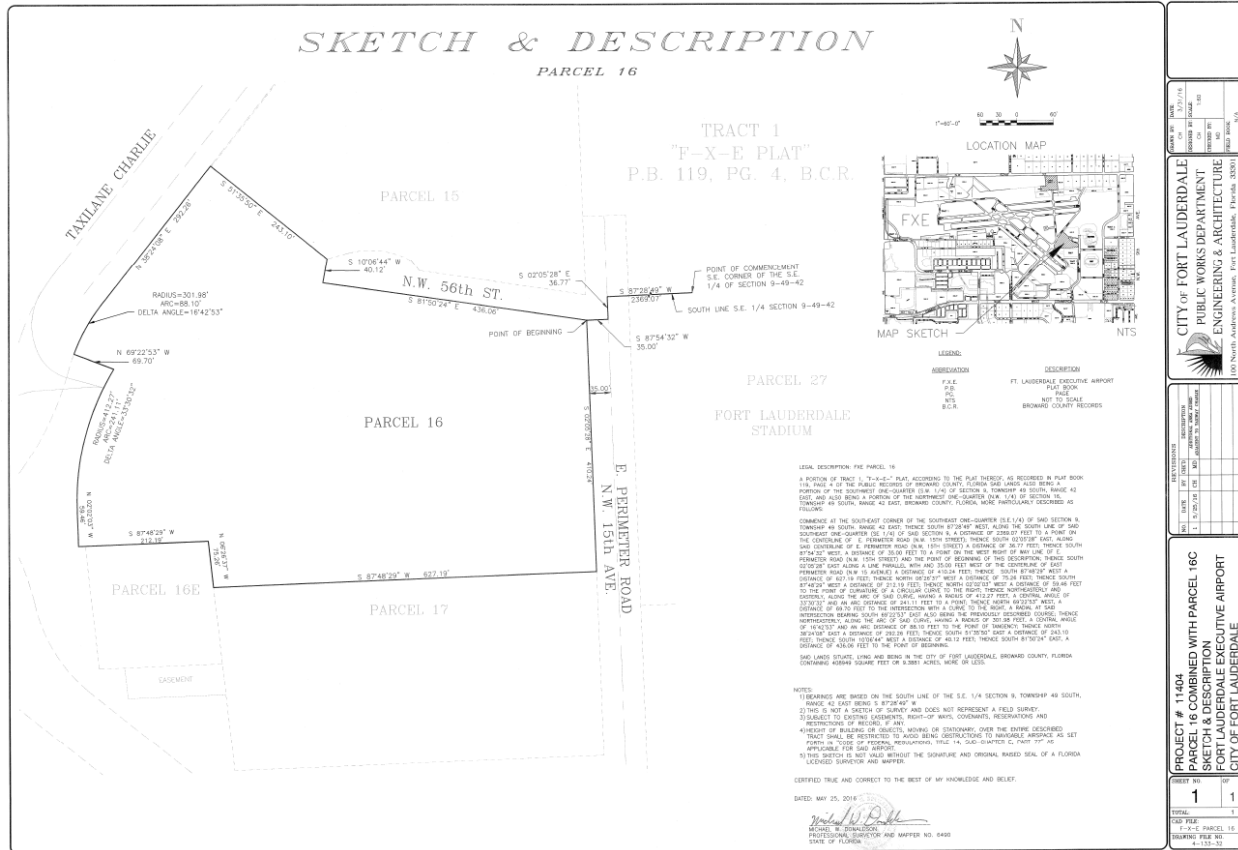
On this ____ day of _____, 2018 before me, the undersigned notary public, personally appeared _____, as _____ of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

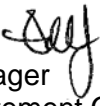
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): _____
Commission No.: _____
My Commission Expires: _____

Exhibit A

Licensed Premises

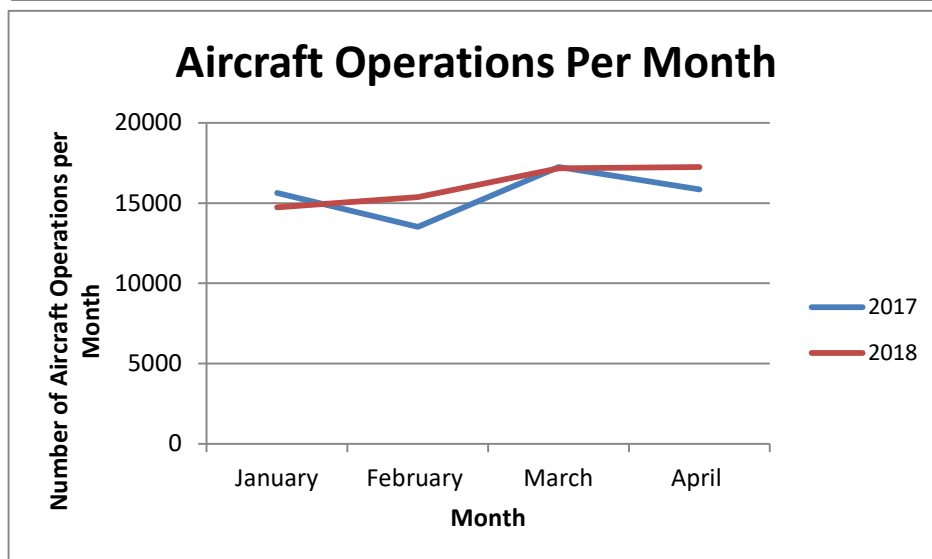
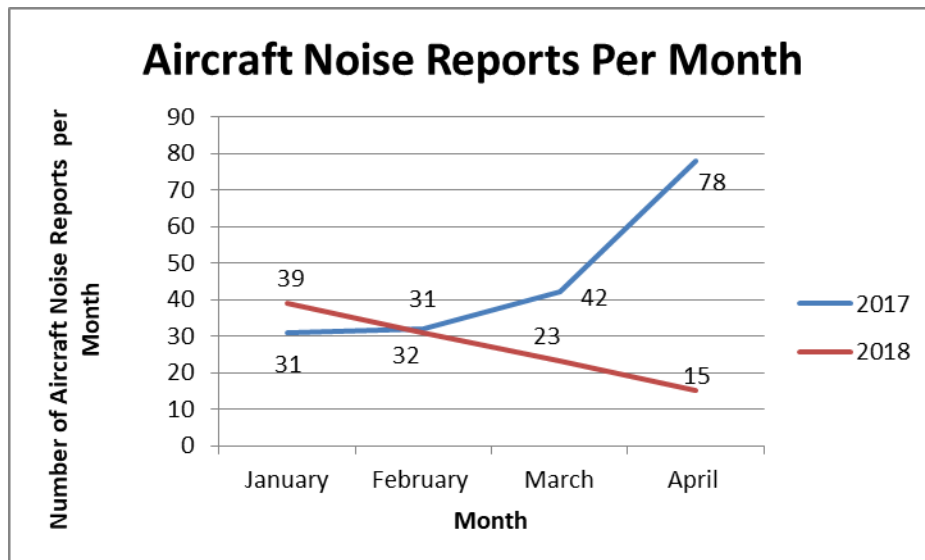


UPDATE ITEM A

DATE: May 24, 2018
TO: Aviation Advisory Board 
FROM: Rufus A. James, Airport Manager
BY: Florence Straugh, Noise Abatement Officer
SUBJECT: Noise Compatibility Program

Decreasing Number of Noise Reports

The number of aircraft noise reports has consecutively decreased each month from January through April 2018. Below are graphs comparing last year's to this year's number of aircraft noise reports and aircraft operations per month during the months of January, February, March, and April.



Monthly Noise and Operations Tables

Listed below are the summary of the monthly noise statistics for the month of April 2018. Attached are the noise table and graphs for that month.

	Apr-18
Total Jet Departures	1282
Runway 27 Jet Departures	315
Runway 9 Jet Departures	966
Runway 13-31 Jet Departures	1
Total I-95 Turns - Rwy 9 Jet Deps	572
% I-95 Turns - Rwy 9 Jet Deps	59%
Jet Events over 80 dB at Monitor #1	25
Jet Events over 80 dB at Monitor #2	5
No. of Households Reporting	8
No. of Noise Reports	15



COOPERATIVE NOISE ABATEMENT EFFORT

Month of April

May 24, 2018

Operations	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18
Total Jet Departures	1286	881	702	714	800	1060	756	1208	1193	1183	1257	1504	1282
Runway 27 Jet Departures	242	247	86	126	109	108	131	126	346	392	37	545	315
Runway 9 Jet Departures	989	624	611	584	688	935	615	1081	845	785	1209	948	966
Runway 13/31 Jet Departures	55	10	5	4	3	17	10	1	2	6	11	11	1
Jet Departures Rwy 9													
Total I-95 Turns	622	391	363	332	453	411	299	628	485	476	725	587	572
% I-95 Turns	63%	63%	59%	57%	66%	44%	49%	58%	57%	61%	60%	62%	59%
Jets over 80 dB at Monitor #2	4	1	2	1	1	15	10	9	5	6	7	3	5
Prop Departures Rwy 9													
Props over 80 dB at Monitor #2	14	12	17	14	13	7	11	6	18	11	6	1	4
Nighttime Jet Deps (10 p.m. - 7 a.m.)													
Total Nighttime Jet Departures	101	81	69	58	54	94	65	97	119	94	106	128	104
Nighttime Rwy 27 Jet Deps.	24	26	7	1	8	12	15	17	12	33	8	55	41
Nighttime Rwy 9 Jet Deps.	74	55	62	44	38	82	48	80	98	60	96	73	63
Nighttime Rwy 13/31 Jet Deps.	3	0	0	13	8	0	2	0	9	1	2	0	0
Nighttime Jet Deps Runway 9													
Nighttime I-95 Turns (11 p.m.-7 a.m.)	45	31	33	32	28	57	25	48	61	40	52	46	36
Nighttime Straight-Out (11 p.m. - 7 a.m.)	17	15	14	9	5	12	19	21	17	8	30	19	12
Nighttime Events Over 80 dB	0	0	0	0	0	0	0	0	0	0	0	0	0
Noise Reports													
	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18
Noise Reports by Aircraft Category at FXE													
# Noise Reports - Jets	28	15	2	2	6	6	15	18	21	11	17	9	9
# Noise Reports - Propellers	14	2	6	4	2	0	4	6	4	7	8	5	3
# Noise Reports - Helicopters	18	14	10	0	0	1	3	1	6	14	1	1	1
# Noise Reports - Unmatched	9	3	1	0	0	0	1	2	0	1	1	0	1
# Noise Reports - FLL & Other Overflights	9	4	3	2	0	0	0	0	1	6	4	8	1
Total Noise Reports	78	38	22	8	8	7	23	27	32	39	31	23	15
# Households Reporting	14	14	7	5	6	6	11	11	13	18	14	15	8

Notes:

2017 May - NMT #1 & #2 missing data - unrecoverable, modems replaced.

2017 June NMT #1, #3, #4, & #7 missing data - unrecoverable, modems replaced.

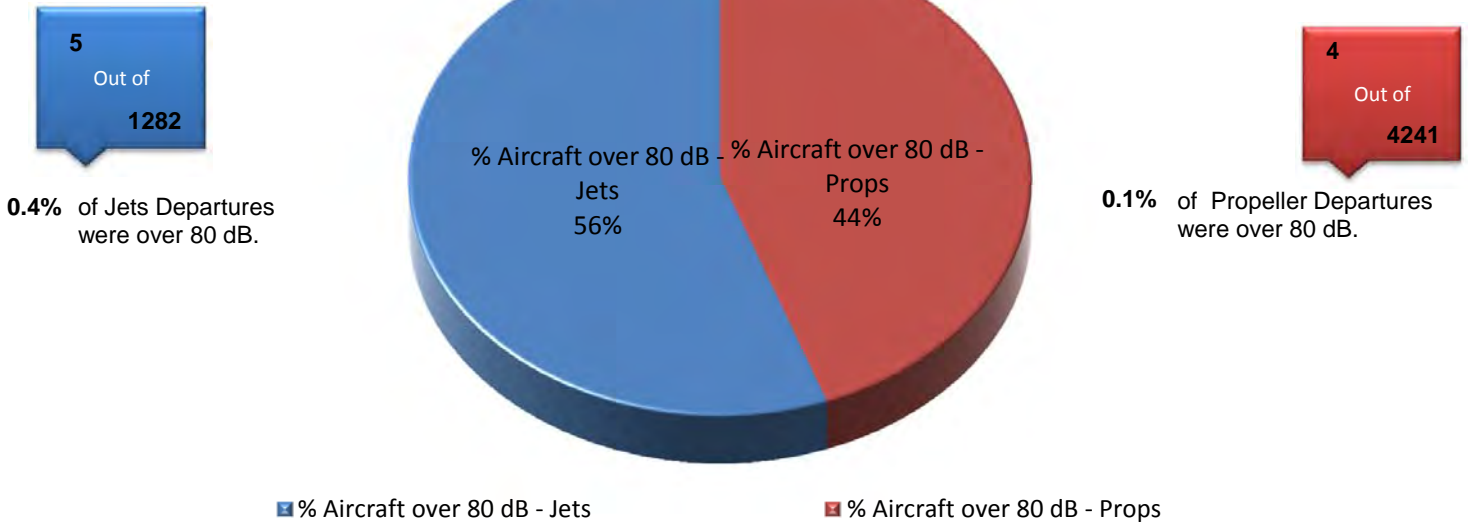
COOPERATIVE NOISE ABATEMENT EFFORT

Month of April

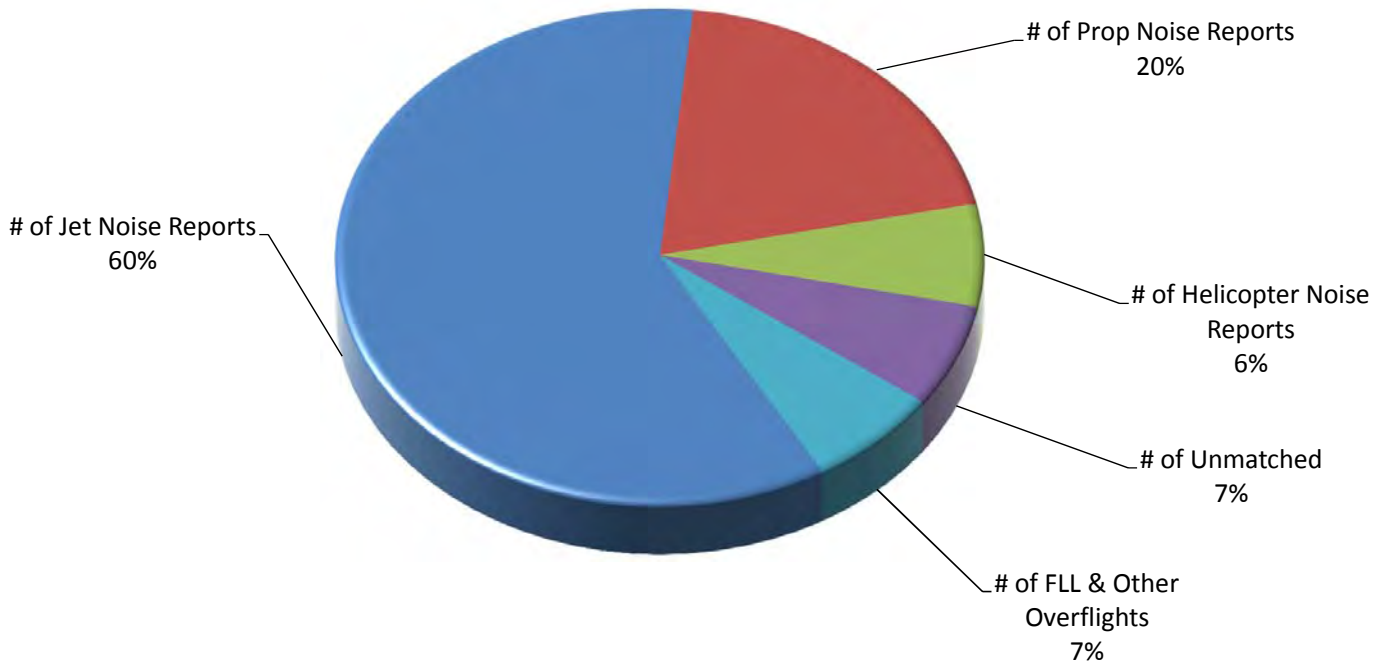
May 24, 2018

Monthly Operations over 80dB Per Airplane Type

Percentage of Departures Over 80 dB per Airplane Type: 0.2%



Monthly Noise Reports Per Airplane Type



COOPERATIVE NOISE ABATEMENT EFFORT

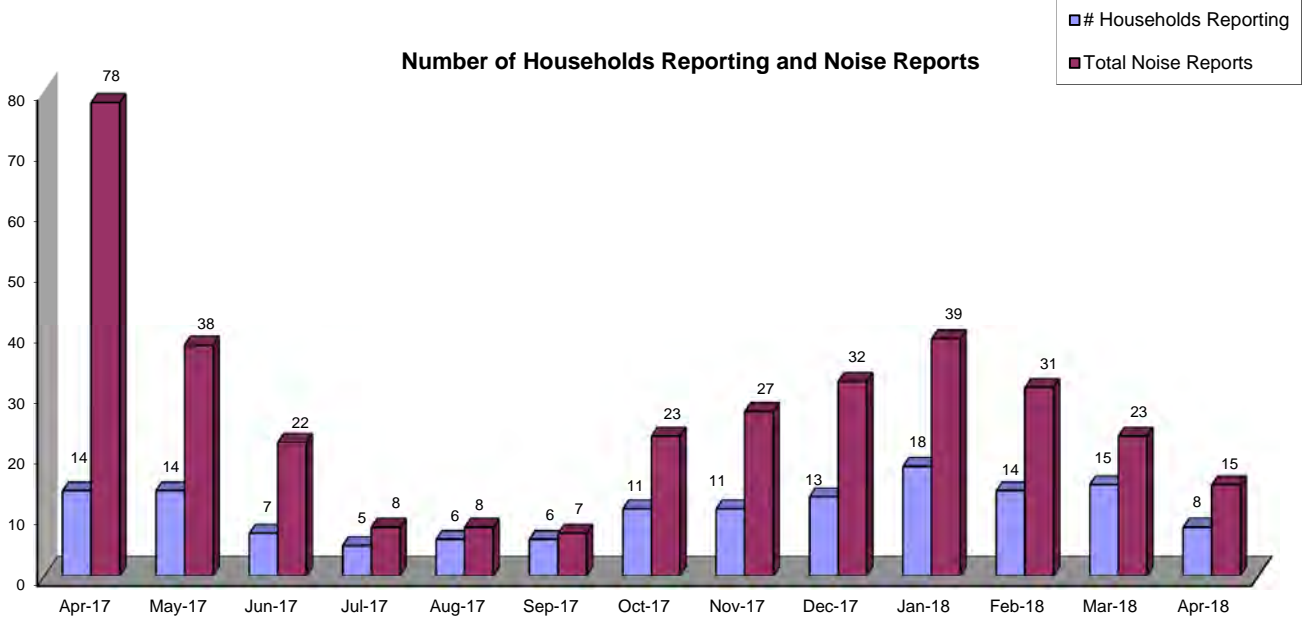
Month of April

May 24, 2018

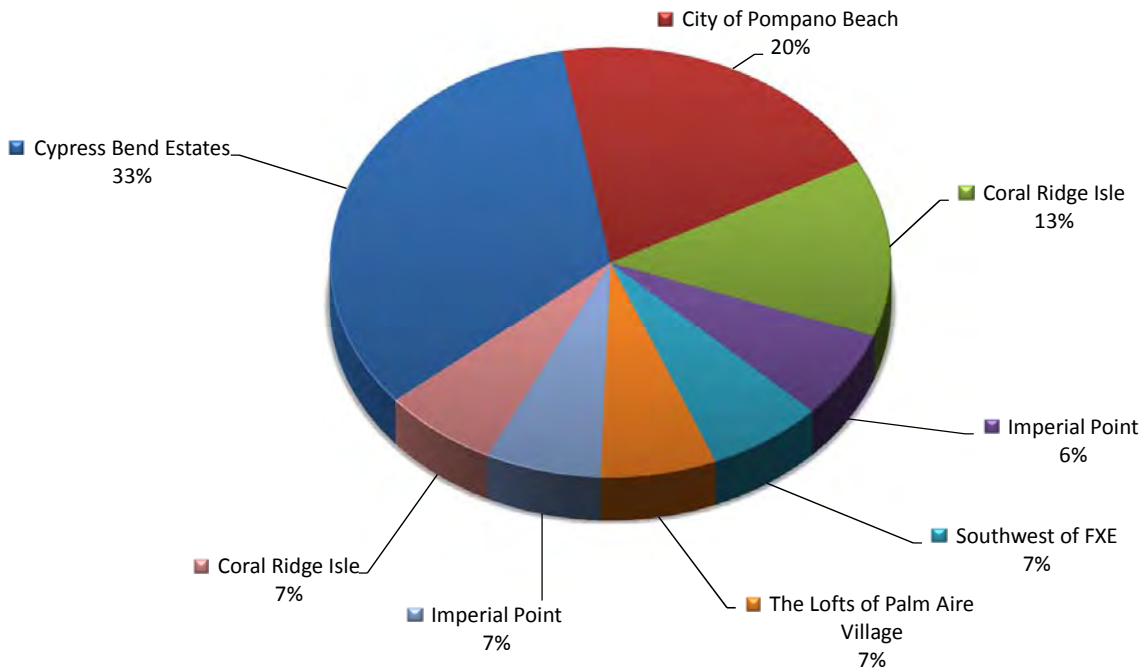
Number of households that contacted FXE to report aircraft noise this month:

8

Number of Households Reporting and Noise Reports



Noise Reports by Households
8 Households Made 15 Aircraft Noise Reports or 100% of the 15 Total Noise Reports



COOPERATIVE NOISE ABATEMENT EFFORT

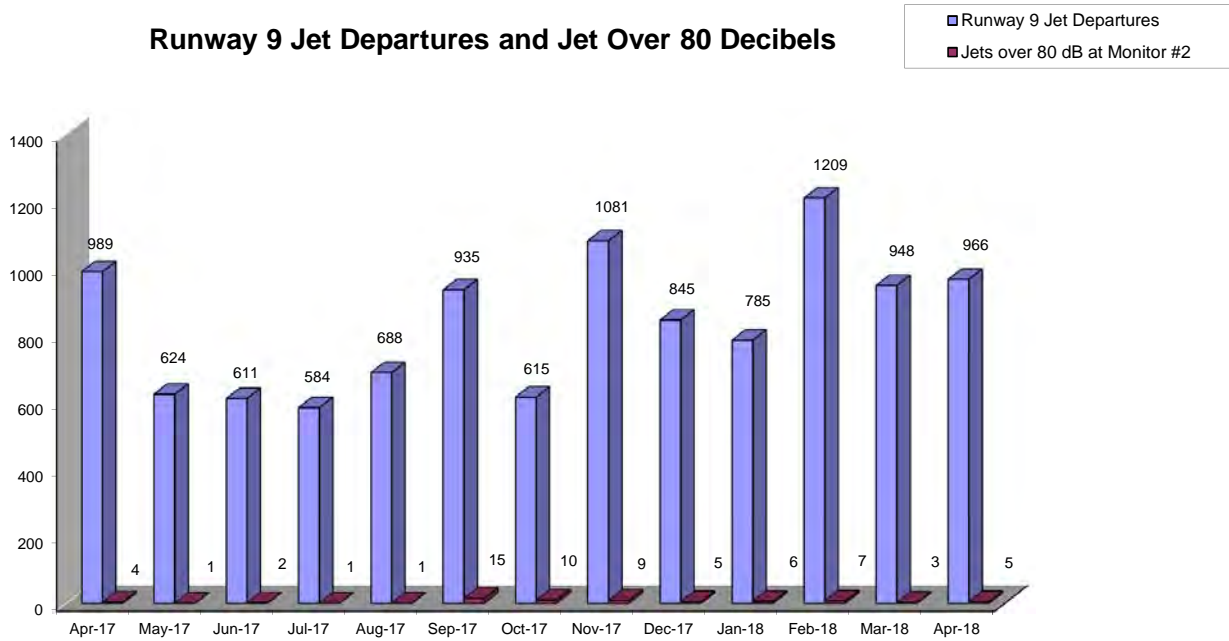
Month of April

May 24, 2018

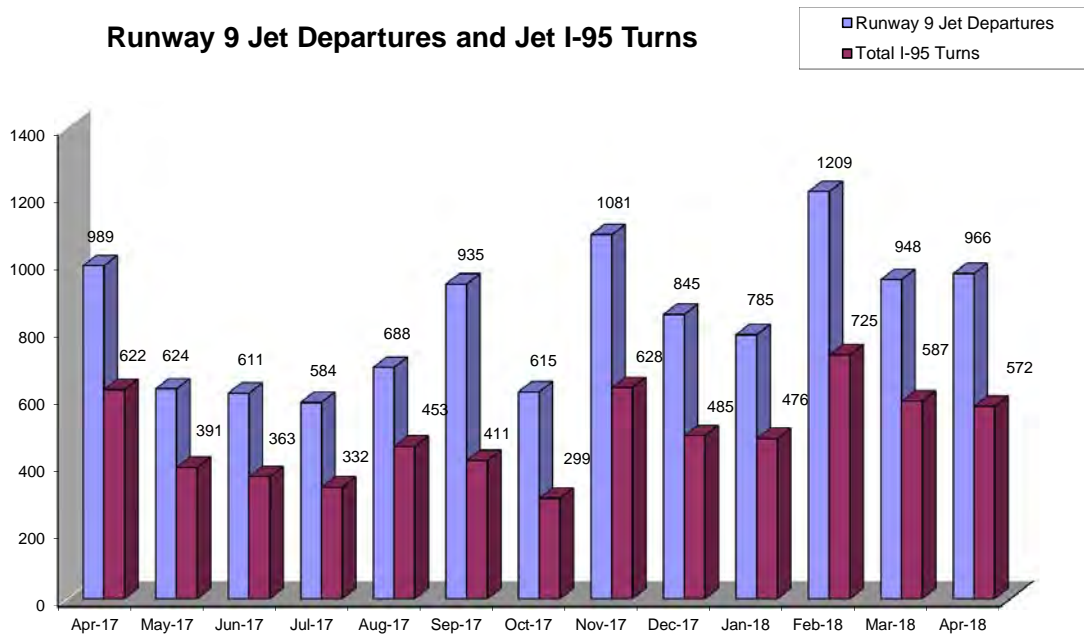
Number of Runway 9 Jet Departures over 80 decibels:

5

Runway 9 Jet Departures and Jet Over 80 Decibels



Runway 9 Jet Departures and Jet I-95 Turns

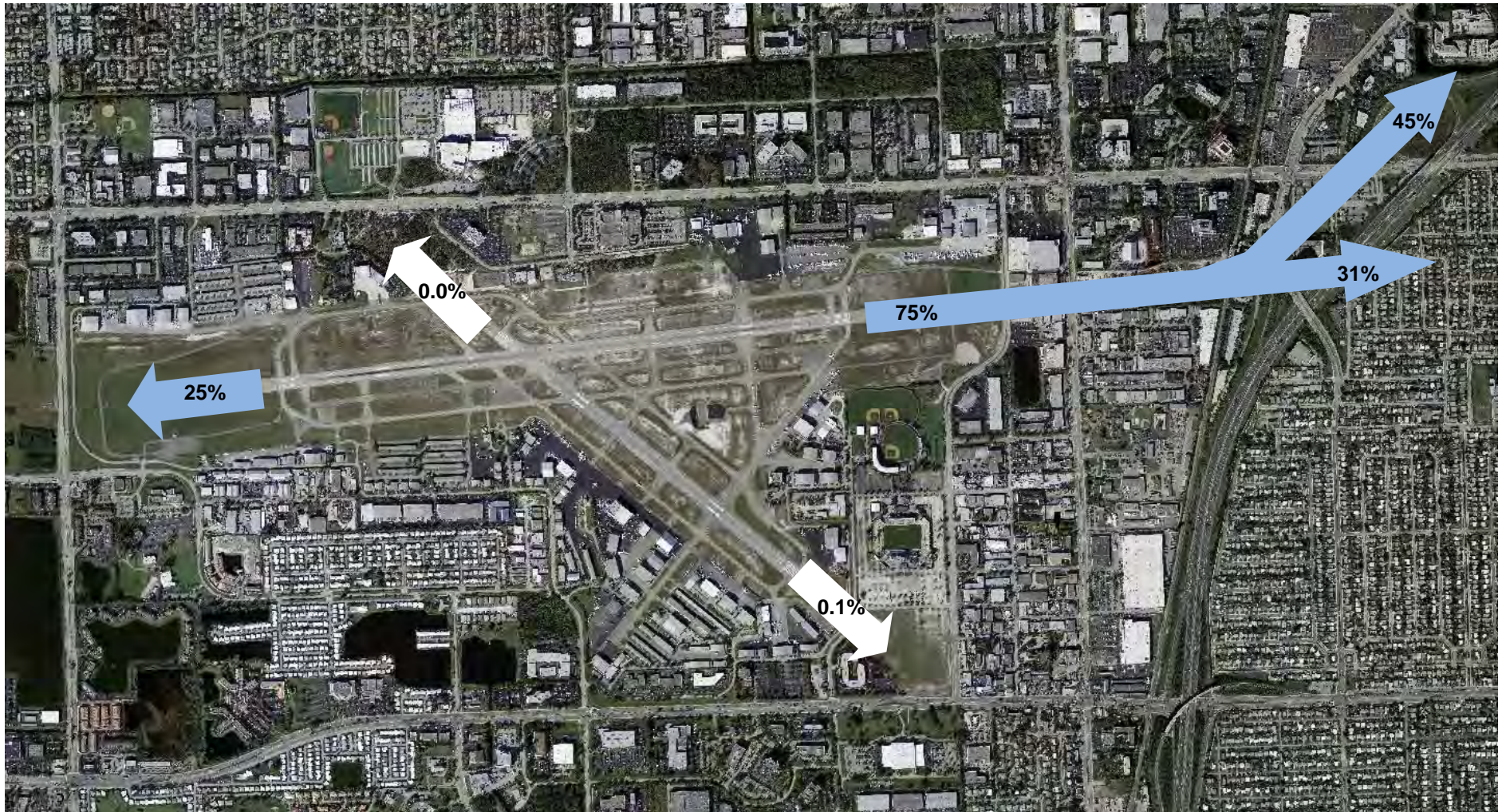


COOPERATIVE NOISE ABATEMENT EFFORT

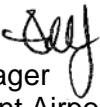
Month of April

May 24, 2018

Percentage of Jet Departures Per Runway



UPDATE ITEM B

DATE: May 24, 2018
TO: Aviation Advisory Board 
FROM: Rufus A. James, Airport Manager
BY: Spencer A. Thornton, Assistant Airport Manager
SUBJECT: Development and Construction

11999 – TAXIWAY FOXTROT PAVEMENT REHABILITATION


This project consists of the rehabilitation of the western half of Taxiway Foxtrot from Taxiway Golf to the approach end of Runway 9. General Asphalt Co. Inc. has completed the first three phases of the project and relocated their staging area to the west side of the airfield. Taxiway F between Taxiway F2 and F3 are currently under reconstruction. The next several weeks will consist of reconstructing Taxiways F, L, and P from Taxiway F2 to the approach end of Runway 9. The project is approximately 65% complete and is being completed in phases to reduce the impact to Airport tenants. Total construction cost for the project is \$2,138,102.36 of which \$1,924,291.00 will be paid via FAA reimbursable grant.

April 2018

Airport Operations	Apr-17	Apr-18
Total Operations	14,724	17,244
12 Month Cumulative	163,699	185,632
Operations 22:00 to 7:00	468	496
Average Operations per Night	16	20
Customs Operations	Apr-17	Apr-18
Total Aircraft Cleared	1,384	1,338
12 Month Cumulative	13,309	13,246
Total Passenger/Crew Cleared	5,435	5,573
12 Month Cumulative	48,918	51,136
Helistop Operations	Apr-17	Apr-18
Total Operations	100	80
12 Month Cumulative	973	818

Date	Alert Level	AC Type	Problem
4/4/18	II	Diamond Katana	Flat Tire Upon Landing
4/5/18	II	Lear Jet	Unsafe Gear Indication

UPDATE ITEM C

DATE: May 24, 2018
TO: Aviation Advisory Board 
FROM: Rufus A. James, Airport Manager
BY: Diana McDowell, Administrative Assistant II
SUBJECT: Arrearages

Rent

There are no arrearages to report.

Fuel Flowage

KC FXE Aviation Investments, LLC (Parcel 8AB) – April 2018