

AGENDA

DEVELOPMENT REVIEW COMMITTEE

PURSUANT TO Florida Statute 286.011(1), the Development Review Committee of Monroe County will conduct a meeting on March 24, 2009 beginning at 1:00 PM at the Marathon Government Center, 2<sup>nd</sup> Floor, 2798 Overseas Highway, Marathon, Florida.

-  
CALL TO ORDER

ROLL CALL

DRC MEMBERS:

Townsley Schwab, Senior Director of Planning and Environmental Resources

Joe Haberman, Current Principal Planner

Ralph Gouldy, Sr. Administrator Environmental Resources

Patricia A. Ivey, DOT Representative

Steve Zalveny, Fire Marshall

Judith Clarke, Director of Engineering Services

STAFF MEMBERS PRESENTING THE FOLLOWING AGENDA ITEMS:

Steven Biel, Sr. Planner

CHANGES TO THE AGENDA

MEETING

-  
NEW ITEM:

-  
Florida Keys Marathon Airport, Aviation Blvd., Marathon, Mile Marker 51.5: A request for approval of a minor conditional use permit in order to construct a 4,000 ft<sup>2</sup> hanger on 5,400 ft<sup>2</sup> of leased property. The leased property is located on the subject parcel, legally described as Section 6, Township 66, Range 33, N66306-31, Key Vaccas, Part Lot 2, Monroe County, Florida having real estate number 00104500.000000.

[29022 FILE.PDF](#)

[29022 Location Map.pdf](#)

[29022 MTH Airport Phasing Plans.pdf](#)

[29022 SR DRC 3.24.09.PDF](#)

-  
ADJOURNMENT

File #: 29022

Owner's Name: Monroe County BOCC

Agent R.Daniel Zieg.

Type of Application: Minor Conditional Use

Key: Vaccas (Marathon)

RE #: PT. 00104500-000000

**Additional Information added to File 29022**

**End of Additional File 29020**

County of Monroe  
Growth Management Division

Planning & Environmental Resources

Department

2798 Overseas Highway, Suite 410

Marathon, FL 33050

Voice: (305) 289-2500

FAX: (305) 289-2536



Board of County Commissioners

Mayor George Neugent, Dist. 2

Mayor Pro Tem Sylvia J. Murphy, Dist. 5

Kim Wigington, Dist. 1

Heather Carruthers, Dist. 3

Mario Di Gennaro, Dist. 4

*We strive to be caring, professional and fair*

Date: 3/2/09

Time: 100AM

Dear Applicant:

This is to acknowledge submittal of your application for MINOR CONDITIONAL USE  
Type of application PERMIT

NEW MARATHON AIRPORT HANGAR to the Monroe County Planning Department.  
Project / Name

We are unable at this time to issue a receipt of your application, as it will take our staff two working days to determine that all required materials related to your application have been submitted. All applications received after 12:00 Noon will be considered as submitted the following working day.

Also, as required by Monroe County Code, planning staff will review your application after acceptance, to deem it complete within an additional fifteen working days.

Thank you.

Planning Staff



APPLICATION  
**MONROE COUNTY**  
**PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT**



**Request for a Minor Conditional Use Permit / Amendment to a Minor Conditional Use Permit**

Monroe County Code §§ 9.5-68 & 9.5-73

**An application must be deemed complete and in compliance with the Monroe County Code by the Staff prior to the item being scheduled for review**

Minor Conditional Use Permit Application Fee: \$8,484.00

*In addition to the application fee, the following fees also apply:*

Advertising Costs: ~~\$735.00~~ 245 ✓

Surrounding Property Owner Notification: \$3.00 for each property owner required to be noticed

Technology Fee: \$20.00

Date of Submittal: March / 2 / 2009  
Month Day Year

**Property Owner:**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
 Name

9400 OVERSEAS HWY, SUITE 200  
 Mailing Address  
MIAMI, FL 33050  
305-289-6060  
 Daytime Phone

paros-reggie@monroecounty.gov  
 Email Address

**Agent (if applicable):**

R. DANIEL ZIGG  
 Name

2460 Coco Plum Dr. Marathon, FL 33050  
 Mailing Address  
305 289 9687  
 Daytime Phone

RDZIGGY@AOL.COM  
 Email Address

**Legal Description of Property:**

(If in metes and bounds, attach legal description on separate sheet)

see property Record CARD Marathon Airport  
 Block Lot Subdivision Key

PT 00104500-000000 1122114  
 Real Estate (RE) Number Alternate Key Number

AVIATION BLVD 51  
 Street Address Approximate Mile Marker

APPLICATION

Land Use District Designation(s): AD Future Land Use

Present Land Use of the Property: VACANT

Proposed Land Use of the Property: HANGAR

Total Land Area: 5,400 SQ FT. (see Lease item 1.)

If non-residential or commercial floor area is proposed, please provide:

1 Total number of non-residential buildings

4000 Total non-residential floor area in square feet

If residential dwelling units are proposed, please provide:

0 Total number of residential buildings

0 Total number of permanent, market-rate units

0 Total number of permanent, affordable / employee housing units

0 Total number of transient units (hotel rooms, recreational vehicle / campground spaces)

Has a previous application been submitted for this site within the past two years? Yes \_\_\_ No ✓

All of the following must be submitted in order to have a complete application submittal:  
(Please check as you attach each required item to the application)

- Complete minor conditional use permit application (unaltered and unbound); and
- Correct fee (check or money order to Monroe County Planning & Environmental Resources); and
- Proof of ownership (i.e. Warranty Deed); and
- Current Property Record Card(s) from the Monroe County Property Appraiser; and
- Location map; and
- Photograph(s) of site from adjacent roadway(s); and
- Signed and Sealed Boundary Survey, prepared by a Florida registered surveyor – six (6) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat); and
- Written description of project; and
- Signed and Sealed Site Plans, prepared by a Florida registered architect, engineer or landscape architect– six (6) sets (drawn to a scale of one (1) inch equals twenty (20) feet, except where impractical and the Director of Planning authorizes a different scale). At a minimum, the site plan should include the following:
  - Date, north point and graphic scale; and
  - Boundary lines of site, including all property lines and mean high-water lines; and
  - Land use district of site and any adjacent land use districts; and

## APPLICATION

- Flood zones pursuant to the Flood Insurance Rate Map(s); and
- Locations and dimensions of all existing and proposed structures and drives; and
- Type of ground cover (i.e. concrete, asphalt, grass, rock); and
- Adjacent roadways; and
- Setbacks as required by the land development regulations; and
- Location and dimensions of all parking spaces (including handicap accessible, bicycle and scooter) and loading zones; and
- Calculations for open space ratios, floor area ratios, residential density and parking; and
- Location and type of outdoor lighting; and
- Extent and area of wetlands, open space areas and landscape areas; and
- Location of solid waste storage; and
- Location of sewage treatment facilities; and
- Location of existing and proposed fire hydrants or fire wells; and
- Floor Plans for all proposed structures and for any existing structures to be redeveloped – six (6) sets** (drawn at an appropriate standard architectural scale and including handicap accessibility features); and
- Elevations for all proposed structures and for any existing structures to be modified – six (6) sets** (with the elevations of the following features referenced to NGVD: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure); and
- Landscape Plan by a Florida registered landscape architect – six (6) sets** (may be shown on the site plan; however, if a separate plan, must drawn to a scale of one (1) inch equals twenty (20) feet, except where impractical and the Director of Planning authorizes a different scale). At a minimum, the landscaping plan should include the following:
  - Date, north point and graphic scale; and
  - Boundary lines of site, including all property lines and mean high-water lines; and
  - Locations and dimensions of all existing and proposed structures and drives; and
  - Open space preservation areas; and
  - Existing natural features; and
  - Size and type of buffer yards including the species, size and number of plants; and
  - Parking lot landscaping including the species, size and number of plants; and
  - Specimen trees, or threatened and endangered plants to be retained and those to be relocated or replaced; and
  - Transplantation plan (if required); and
- Conceptual Drainage Plan – six (6) sets** (with drainage calculations; existing and proposed topography; all drainage structures; retention areas; drainage swales; and existing and proposed permeable and impermeable areas; and
- Traffic Study, prepared by a licensed traffic engineer; and**
- Construction Management Plan**, stating how impacts on near shore water and surrounding property will be managed (i.e. construction barriers, hay bales, flagging); and
- Typed name and address mailing labels of all property owners within a 300 foot radius of the property.** This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 300 foot radius, each unit owner must be included; and
- Letters of Coordination are required from the following:**
  - Florida Keys Aqueduct Authority (FKAA); and
  - Florida Keys Electric Cooperative (FKEC) or Keys Energy Services; and
  - Monroe County Office of the Fire Marshal; and
  - Monroe County Engineering Division; and

APPLICATION

- Monroe County Health Department; and
- Monroe Solid Waste Management; and
- Florida Department of Health if wastewater flows are less than or equal to 5,000 gallons per day or Florida Department of Environmental Protection if wastewater flows exceed 5,000 gallons per day; and
- Florida Department of Transportation (FDOT)

If applicable, the following must be submitted in order to have a complete application submittal:

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property);
- Vegetation Survey or Habitat Evaluation Index (please contact Monroe County Environmental Resources prior to application submittal to determine if this documentation is necessary);
- Construction Phasing Plan;
- Additional Letters of Coordination may be required for your project, please contact with the Planning & Environmental Resources Department to identify other agencies expected to review the project. Other agencies may include, but are not limited to
  - South Florida Water Management District (SFWMD)
  - Florida Department of Environmental Protection (FDEP)
  - Florida Department of State, Division of Historic Resources
  - Florida Game and Freshwater Fish Commission (FGFFC)
  - U.S. Army Corps of Engineers (ACOE)
  - U.S. Fish and Wildlife Service (USFW)

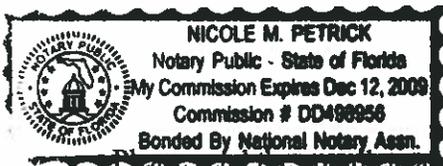
If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

If for any reason the minor conditional use permit application requires review and consideration by the Monroe County Planning Commission, additional fees, mailing labels and copies of all plans shall be required prior to item being scheduled for commission review

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: R. Samuel Ziegler for Date: 2 March 2009  
Ic Rands Flying Club Inc.

Sworn before me this 2nd day of March, 2009



Nicole M. Petrick  
Notary Public  
My Commission Expires

Please send the complete application package to the Monroe County Planning & Environmental Resources Department, Marathon Government Center, 2798 Overseas Highway, Suite 400, Marathon, FL 33050.

DEAR SIR

PLEASE SEE ATTACHED A PHOTO OF THE PROPOSED HANGER SITE FOR THE ISLAND'S FLYING CLUB INC. PROJECT. THE YELLOW LINE IS A 300FT. LINE WHICH SHOWS THAT THERE ARE NO PROPERTY OWNERS WITHIN 300FT OF THIS PROJECT.

ALL STRUCTURES WHICH ARE WITHIN A 300FT PROXIMITY ARE AIRPORT STRUCTURES .WE HOPE THIS INFORMATION WILL BE SATISFACTORY TO COMPLY WITH THE REQUIRMENTS OF OUR PERMIT APPLICATION.

THANK YOU FOR YOUR ATTENTION

THE ISLAND'S FLYING CLUB INC.

RICHARD RAMSAY



2/26/09



REVISIONS BY

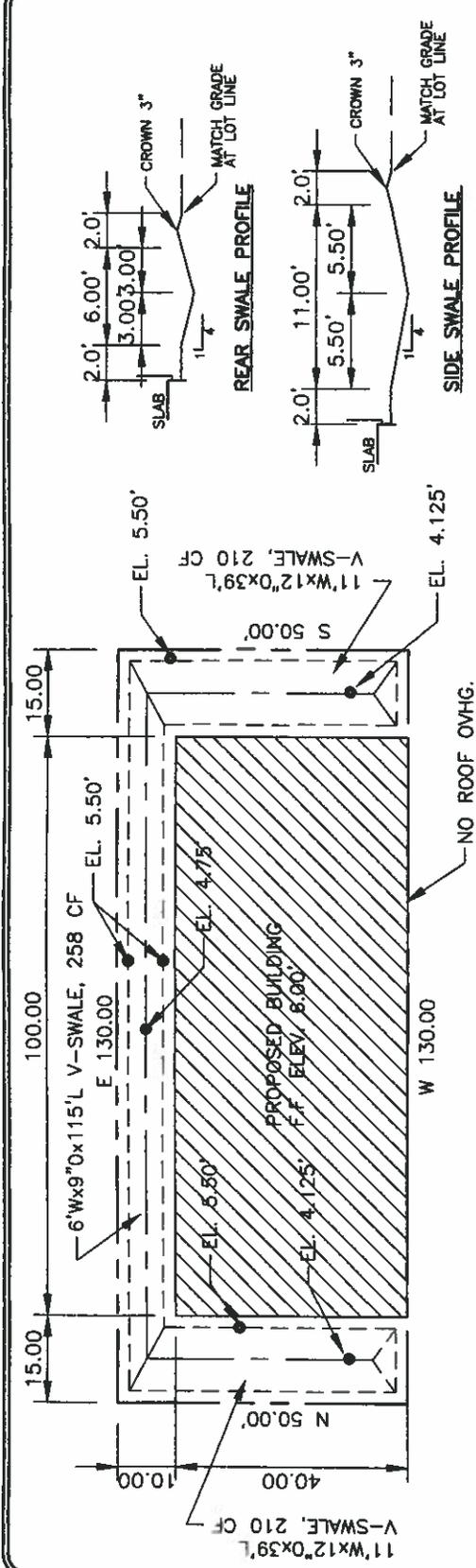
**WINTROP S. BARNETT**  
PROFESSIONAL ENGINEER  
1018 E. 79th ST. OCEAN  
MARATHON, FLORIDA 33060  
STATE LICENSE PE-25576  
(305) 481-4852

This plan has been prepared under contract with the Florida Department of Transportation in accordance with the specifications for the project. This plan is for permit use only.

*[Signature]*  
2/23/09

CONCEPTUAL DRAINAGE PLAN FOR  
**HANGER BUILDING**  
MARATHON AIRPORT  
MARATHON, FL

DATE 2/19/09  
JOB NO. 290206  
SCALE AS NOTED  
SHEET 1 OF 1 SHEETS



**GENERAL NOTES**  
1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED. ELEVATIONS ARE BASED ON MEAN SEA LEVEL, N.G.V.D. 1929.

**STORMWATER MANAGEMENT**

**NARRATIVE:** THE EXISTING SITE IS UNDEVELOPED WITH 75% UNCOMPACTED NATIVE SOILS AND SCRUB VEGETATION. AN ESTIMATED 25% OF THE SITE IS IMPERVIOUS AS A RESULT OF VEHICLE TRAFFIC. THE PROPOSED STORMWATER SYSTEM INCLUDES SODDED SWALES AND DRY RETENTION FOR 1.875" OF RAINFALL OVER THE IMPERVIOUS AREA. THE LOWEST ELEVATION OF DRY RETENTION IS 4.12' NGVD, 2.20' ABOVE SEASONAL MHW OF 1.92' NGVD. NO OUTFALL FOR THE SFYMO 25 YR./72 HR. STORM EVENT AT 10.8" RAINFALL IS ANTICIPATED. SITE SOILS ARE UDRTHENTS WITH PERMEABILITY RANGE OF 6"-20"/HR. AT 0-32" ELEVATION. PERMEABILITY FOR THIS DESIGN IS ASSUMED TO BE 6"/HR.

**DRAINAGE CALCULATIONS:**

<b>PRE-DEVELOPMENT QUANTITY</b>	
PROJECT AREA	= 0.149 AC (6,500 SF)
PERVIOUS AREA	= 0.112 AC (4,875 SF) = 75%
IMPERVIOUS AREA	= 0.037 AC (1,719 SF) = 25%
RAINFALL 25YR/72HR STORM EVENT	= 10.80"
AVERAGE EXISTING GRADE	= 5.50' NGVD
SEASONAL MHW	= 1.92' NGVD
DEPTH TO WATER TABLE	= 3.58 FT
AVAILABLE STORAGE	= (3.58' x 12') x (1-.25)(.03) = 0.967 IN
$Q_{pre} = (P-0.25)^2 = (10.8-(0.2)(0.967))^2 = 9.72'$	
$(P+0.85) = (10.8+(0.8)(0.967)) = 11.57'$	

**POST-DEVELOPMENT QUANTITY**

PROJECT AREA	= 0.149 AC (6,500 SF)
PERVIOUS AREA	= 0.057 AC (1,500 SF) = 38.5%
IMPERVIOUS AREA	= 0.092 AC (4,000 SF) = 61.5%
RAINFALL 25YR/72HR STORM EVENT	= 10.80"
AVERAGE DEVELOPED GRADE	= 5.00' NGVD

SEASONAL MHW = 1.92' NGVD  
DEPTH TO WATER TABLE = 3.08 FT.  
AVAILABLE STORAGE = (3.08 x 12)(1-0.582)(.03) = 0.463 IN  
 $Q_{post} = (P-0.25)^2 = (10.8-(0.2)(0.463))^2 = 10.26'$   
 $(P+0.85) = (10.8+(0.8)(0.463)) = 11.15'$

**POST-DEVELOPMENT - PRE DEVELOPMENT QUANTITY**  
 $Q_{post} - Q_{pre} = 10.26 - 9.72 = 0.54$  IN  
PROJECT SITE AREA = 0.149 AC (6,500 SF)  
ADDL. RUNOFF VOLUME = 0.54 IN x 0.149 AC = 0.08 AC\*IN  
RUNOFF VOLUME PER S.F.W.M.D.  
3.75" OVER IMPERVIOUS AREA = 3.75" x 0.092 AC = 0.345 AC\*IN  
DRY RETENTION VOLUME REQUIRED  
USING 50% REDUCTION FOR DRY RETENTION:  
REQUIRED VOLUME = 0.345 x 0.50 AC\*IN = 0.173 AC\*IN = 626 CF  
DRY RETENTION VOLUME PROVIDED  
6" WIDE SWALE 2.25 SF PROFILE x 115 LF = 258 CF  
11" WIDE SWALE 7.56 SF PROFILE x 78 LF = 590 CF  
TOTAL = 848 CF

**RETENTION VOLUME RECOVERY:** USING MONROE COUNTY SSD PERMEABILITY RATE FOR UDRTHENTS AT 6"/HR., AND WETTED SURFACE AREA OF SWALES AT FLOOD ELEV. 5.50' NGVD = 1,634 SF:  
1,634 SF x 0.50 x 0.50 FT./HR. = 408 CF/HR  
848 CF/HR / 408 CF/HR = 2.08 HRS. RECOVERY TIME

# Monroe County Property Record Card (017)

Alternate Key: 1122114 Roll Year 2009  
 Effective Date: 3/3/2009 8:41:18 AM Run: 03/03/2009 08:42 AM

MONROE COUNTY FLIGHT  
 STRIP  
 500 WHITEHEAD STREET  
 KEY WEST FL 33040

Parcel 00104500-000000-06-66-33 Nbhhd 10040  
 Alt Key 1122114 Mill Group 50CM  
 Affordable Housing No PC 8600  
 FEMA Injunction  
 Inspect Date Next Review  
 Business Name  
 Physical Addr 10600 AVIATION BLVD, MARATHON

## Associated Names

Name	DBA	Role
MONROE COUNTY FLIGHT,		Owner

## Legal Description

6 66 33 N66306-31 KEY VACCAS PT LOT 2 OR144-590-591

## Land Data 1.

Line ID	Use	Front	Depth	Notes	# Units	Type	SOH %	Rate	Depth	Loc	Shp	Phys	Class	ROGO	Class Value	Just Value
13115	8600	0	0	Yes	67.50	AC	0.00	1.00	1.00	1.00	1.00	1.00		N		

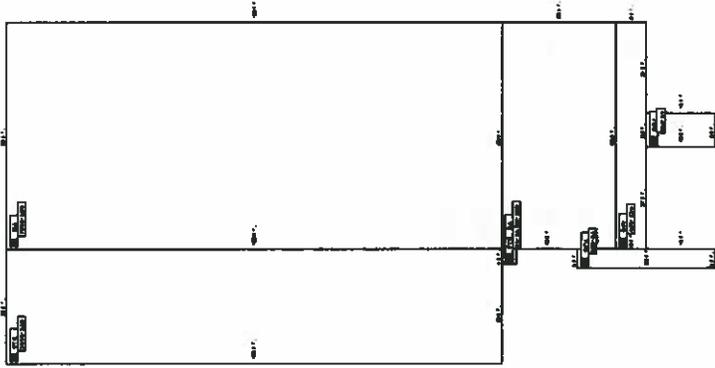
Total Just Value

# Monroe County Property Record Card (017)

Alternate Key: 1122114  
 Effective Date: 3/3/2009 8:41:18 AM

Roll Year 2009  
 Run: 03/03/2009 08:42 AM

Building Sketch 41520



## Building Characteristics

Building Nbr	1	Building Type	0	Perimeter	740	Functional Obs	0.00
Effective Age	22	Condition	A	Depreciation %	0.26	Economic Obs	0.00
Gmd Floor Area	11400	Quality Grade	300	Year Built	1964		
Fireplaces	0	3 Fix Bath	0	7 Fix Bath	0		
2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0		
				Extra Fix	6		

## Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	24	1	1998		7,800	000	0.00
PTO	2	0	1	1998		3,900	001	0.00
FLA	3	10	1	1998		1,800	002	0.00
PTO	4	0	1	1998		16	003	0.00
OPU	5	0	1	1998		180	004	0.00
OPF	6	0	1	1998		480	005	0.00

# Monroe County Property Record Card (017)

Alternate Key: 1122114  
 Effective Date: 3/3/2009 8:41:18 AM

Roll Year 2009  
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## Building Characteristics

Building Nbr	10	Building Type	0	Perimeter	124	Functional Obs	0.00
Effective Age	17	Condition	A	Depreciation %	0.23	Economic Obs	0.00
Gnd Floor Area	792	Quality Grade	250	Year Built	1981		
Fireplaces	0	3 Fix Bath	0	5 Fix Bath	0	7 Fix Bath	0
2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0	Extra Fix	0

## Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	14	1	1994		792	055	0.00
SBF	2	0	1	1994		132	056	0.00
PTO	3	0	1	1994		396	057	0.00
PTO	4	0	1	1994		18	058	0.00

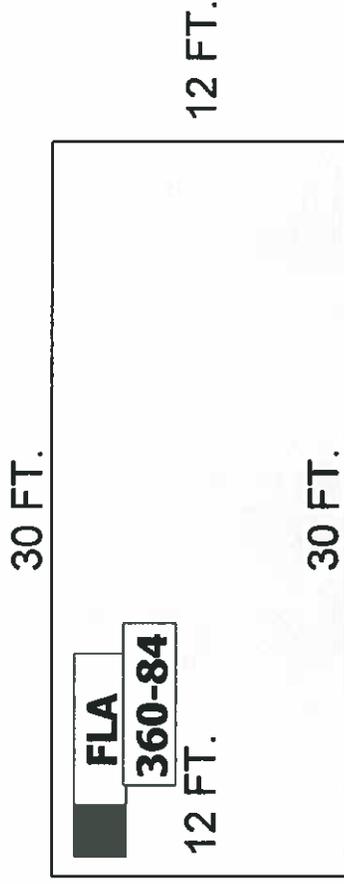
## Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
191136	8756	SERVICE SHOPS-D-	100.00	N	N		2772	AVE WOOD SIDING	100.00		
191137	8757		100.00	N	N						

# Monroe County Property Record Card (017)

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Building Sketch 41528



### Building Characteristics

Building Nbr	11	Building Type	0	Perimeter	84	Functional Obs	0.00
Effective Age	9	Condition	A	Depreciation %	0.10	Economic Obs	0.00
Grnd Floor Area	360	Quality Grade	300	Year Built	2000		
Fireplaces	0	3 Fix Bath	0	5 Fix Bath	0	7 Fix Bath	0
2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0	Extra Fix	0

### Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	8	1	1994		360	059	0.00

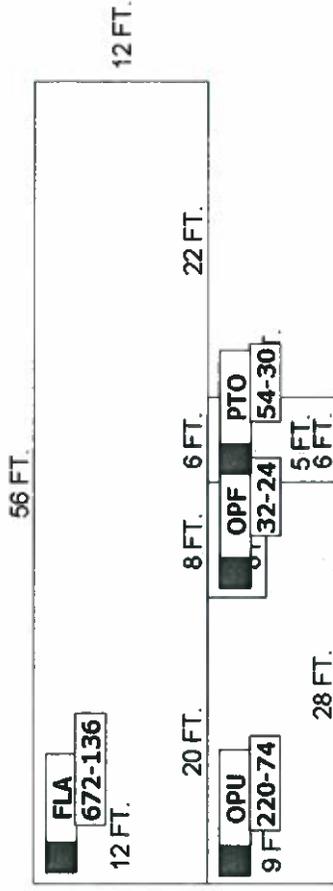
### Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	AI C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
191140	8758	SERVICE SHOPS-A-	100.00	N	N		2773	METAL SIDING		100.00	

# Monroe County Property Record Card (017)

Alternate Key: 1122114 Roll Year 2009  
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Building Sketch 41529



## Building Characteristics

Building Nbr 12 Building Type 0 Perimeter 136 Functional Obs 0.00  
 Effective Age 17 Condition A Depreciation % 0.23 Economic Obs 0.00  
 Grnd Floor Area 672 Quality Grade 300 Year Built 1990

Fireplaces 0 3 Fix Bath 0 5 Fix Bath 0 7 Fix Bath 0  
 2 Fix Bath 0 4 Fix Bath 0 6 Fix Bath 0 Extra Fix 0

## Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	8	1	1994		672	060	0.00
OPF	2	0	1	1994		32	061	0.00
PTO	3	0	1	1994		54	062	0.00
OPU	4	0	1	1994		220	063	0.00

## Interior Finish

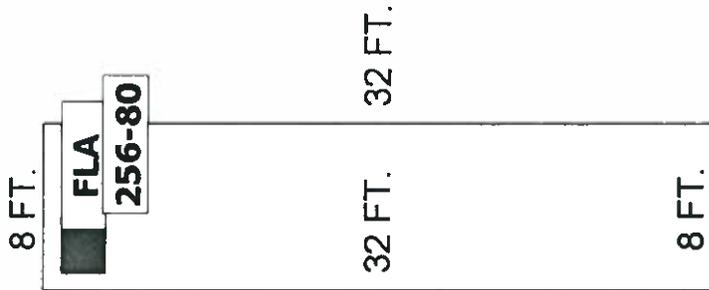
Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN

# Monroe County Property Record Card (017)

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191141 8759 OFF BLDG-1 STY-D 100.00 N Y 2774 METAL SIDING 100.00

## Building Sketch 41530



### Building Characteristics

Building Nbr	13	Building Type	0	Perimeter	80	Functional Obs	0.00
Effective Age	17	Condition	A	Depreciation %	0.23	Economic Obs	0.00
Grnd Floor Area	256	Quality Grade	250	Year Built	1989		
Fireplaces	0	3 Fix Bath	0	5 Fix Bath	0	7 Fix Bath	0
2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0	Extra Fix	0

### Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	8	1	1989		256	064	0.00

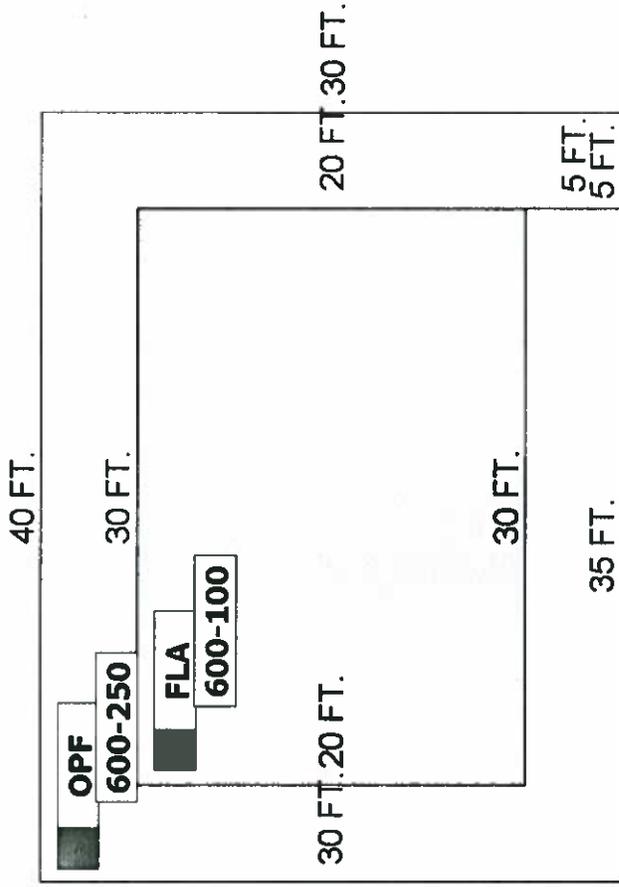
### Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	AI C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
191145	8760	OFF BLDG-1 STY-D	100.00	N	N		2775	METAL SIDING	100.00		

# Monroe County Property Record Card (017)

Alternate Key: 1122114 Roll Year 2009  
 Effective Date: 3/3/2009 8:41:18 AM Run: 03/03/2009 08:42 AM

Building Sketch 41531



### Building Characteristics

Building Nbr	14	Building Type	0	Perimeter	100	Functional Obs	0.00
Effective Age	22	Condition	A	Depreciation %	0.26	Economic Obs	0.00
Grnd Floor Area	600	Quality Grade	300	Year Built	1971		
Fireplaces	0	3 Fix Bath	0	5 Fix Bath	0	7 Fix Bath	0
2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0	Extra Fix	4

### Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1		8	1	1998	600	065	0.00
OPF	2		0	1	1998	600	066	0.00

### Interior Finish

Sec Nbr	int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
191146	8761	SERVICE SHOPS-A-	100.00	N	N		2776	C.B.S.	100.00		



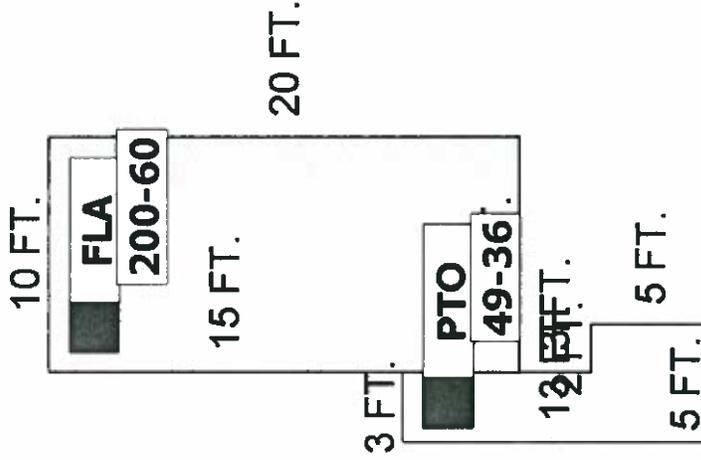
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OPU	3	0	1	1989	83	011	0.00	0.00
OPF	4	0	1	1989	26	012	0.00	0.00
OPU	5	0	1	1989	26	013	0.00	0.00
OPF	6	0	1	1989	16	014	0.00	0.00
OPU	7	0	1	1989	16	015	0.00	0.00
OPF	8	0	1	1989	18	016	0.00	0.00
OPU	9	0	1	1989	18	017	0.00	0.00

Interior Finish				Exterior Finish				Area %		Wall Rate		RCN	
Sec Nbr	int Nbr	Description	A/C	Area %	Sprinkler	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	Area %	Wall Rate	RCN
191090	8737	OFF BLDG-1 STY-D	Y	100.00	N	2765	2765	C.B.S.	100.00				
191091	8738		N	100.00	N								
191093	8739		N	100.00	N								

Building Sketch 41522





# Monroe County Property Record Card (017)

Alternate Key: 1122114 Roll Year 2009  
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## Building Characteristics

Building Nbr 4 Building Type 0 Perimeter 210 Functional Obs 0.00  
 Effective Age 22 Condition A Depreciation % 0.26 Economic Obs 0.00  
 Grnd Floor Area 1720 Quality Grade 300 Year Built 1979

Fireplaces 0 3 Fix Bath 0 5 Fix Bath 0 7 Fix Bath 0  
 2 Fix Bath 0 4 Fix Bath 0 6 Fix Bath 0 Extra Fix 4

## Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	12	1	1989		1,720	024	0.00
SBF	2	0	1	1989		28	025	0.00
OPU	3	0	1	1989		280	026	0.00
OPF	4	0	1	1989		18	027	0.00
PTO	5	0	1	1989		56	028	0.00
OPU	6	0	1	1989		50	029	0.00
OPU	7	0	1	1989		50	030	0.00

## Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
191105	8741	WAREHOUSE/MARINA A	60.00	N	N		2767	C.B.S.	100.00		
191105	8742	1 STY STORE-D	40.00	N	Y						



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FLA	15	13	1	1994	1,200	045	0.00
OUF	16	0	1	1994	132	046	0.00
FLA	2	11	1	1994	1,200	032	0.00
CAN	3	0	1	1994	630	033	0.00
PTO	4	0	1	1994	1,110	034	0.00
OUF	5	0	1	1994	132	035	0.00
CAN	6	0	1	1994	528	036	0.00
FLA	7	11	1	1994	1,200	037	0.00
PTO	8	0	1	1994	16	038	0.00
PTO	9	0	1	1994	132	039	0.00

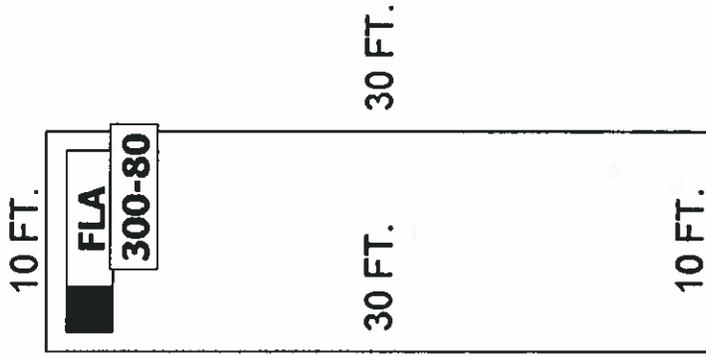
## Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	AI/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
191112	8743	SERVICE SHOPS-A-	100.00	N	N		2769	METAL SIDING	80.00		
191113	8744	SERVICE SHOPS-D-	100.00	N	N		2768	C.B.S.	20.00		
191114	8745		100.00	N	N						
191115	8746		100.00	N	N						
191116	8747		100.00	N	N						
191125	8750	SERVICE SHOPS-D-	100.00	N	Y						
191126	8751	OFFICE BLD-1 STORY	100.00	N	Y						
191117	8748		100.00	N	N						
191118	8749	OFFICE BLD-1 STORY	100.00	N	Y						

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Building Sketch 41525



### Building Characteristics

Building Nbr	8	Building Type	0	Perimeter	80	Functional Obs	0.00
Effective Age	9	Condition	A	Depreciation %	0.10	Economic Obs	0.00
Gmd Floor Area	300	Quality Grade	250	Year Built	1990		
Fireplaces	0	3 Fix Bath	0	7 Fix Bath	0		
2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0		

### Sections

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	7	1	1994		300	047	0.00

### Interior Finish

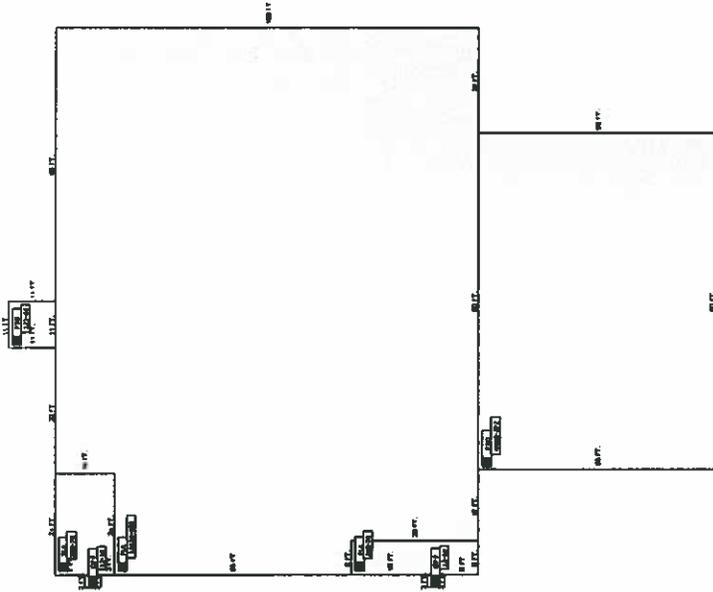
Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
191128	8752	SERVICE SHOPS-A	100.00	N	N		2770	METAL SIDING	100.00		

**Monroe County Property Record Card (017)**

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Building Sketch 41526



**Building Characteristics**

Building Nbr	9	Building Type	0	Perimeter	612	Functional Obs	0.00
Effective Age	13	Condition	E	Depreciation %	0.15	Economic Obs	0.00
Grnd Floor Area	13000	Quality Grade	300	Year Built	1989		
Fireplaces	0	3 Fix Bath	0	5 Fix Bath	0	7 Fix Bath	0
2 Fix Bath	0	4 Fix Bath	0	6 Fix Bath	0	Extra Fix	2

**Sections**

Type	Number	Wall Height	# Stories	Year Built	% Finished	Area	Sketch ID	SOH %
FLA	1	24	1	1989		12,424	048	0.00
PTO	2	0	1	1989		121	049	0.00
FLA	3	14	1	1989		336	050	0.00
OPF	4	0	1	1989		12	051	0.00
FLA	5	14	1	1989		240	052	0.00
OPF	6	0	1	1989		12	053	0.00

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PTO 7 0 1 1989 4,480 054 0.00

## Interior Finish

Sec Nbr	Int Nbr	Description	Area %	Sprinkler	A/C	Total RCN	Ext Nbr	Wall Type	Area %	Wall Rate	RCN
191129	8753	SERVICE SHOPS-A-	100.00	N	N		2771	METAL SIDING	100.00		
191131	8754	OFF BLDG-1 STY-D	100.00	N	N						
191133	8755	SERVICE SHOPS-A-	100.00	N	N						

## Exterior Finish

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## Miscellaneous Improvements

Nbr	Impr Type	# Units	Type	SOH %	Length	Width	Year Built	Roll Year	Grade	Life	RCN	Depr Value
9	UB2:UTILITY BLDG	88	SF	0.00	11	8	1984	1985	2	50		
8	AP2:ASPHALT PAVING	13,840	SF	0.00	0	0	1965	1966	2	25		
7	AP2:ASPHALT PAVING	4,185	SF	0.00	0	0	1965	1966	2	25		
6	CL2:CH LINK FENCE	3,720	SF	0.00	0	0	1979	1980	2	30		
5	RW2:RETAINING WALL	400	SF	0.00	200	2	1976	1977	4	50		
4	CL2:CH LINK FENCE	240	SF	0.00	60	4	1979	1980	2	30		
37	AC2:WALL AIR COND	2	UT	0.00	0	0	1991	1992	1	20		
36	PT3:PATIO	39	SF	0.00	0	0	1991	1992	1	50		
35	UB2:UTILITY BLDG	132	SF	0.00	12	11	1984	1985	1	50		
34	AP2:ASPHALT PAVING	35,200	SF	0.00	0	0	1979	1980	2	25		
33	AP2:ASPHALT PAVING	184,000	SF	0.00	1,840	100	1965	1966	2	25		
32	CL2:CH LINK FENCE	3,600	SF	0.00	600	6	1985	1986	2	30		
31	PT3:PATIO	456	SF	0.00	0	0	1985	1986	2	50		
30	PT3:PATIO	1,320	SF	0.00	60	22	1985	1986	2	50		
3	CL2:CH LINK FENCE	2,520	SF	0.00	420	6	1979	1980	2	30		
29	RW2:RETAINING WALL	492	SF	0.00	164	3	1985	1986	4	50		
28	UB2:UTILITY BLDG	120	SF	0.00	12	10	1985	1986	2	50		
27	TK2:TIKI	104	SF	0.00	13	8	1994	1995	1	40		
26	UB2:UTILITY BLDG	104	SF	0.00	13	8	1984	1985	2	50		
25	CC2:COM CANOPY	437	SF	0.00	0	0	1979	1980	3	40		
24	PT3:PATIO	685	SF	0.00	0	0	1979	1980	2	50		
23	TK2:TIKI	100	SF	0.00	10	10	1979	1980	1	40		
22	UB2:UTILITY BLDG	90	SF	0.00	10	9	1979	1980	1	50		
21	UB2:UTILITY BLDG	35	SF	0.00	7	5	1984	1985	1	50		
20	CL2:CH LINK FENCE	160	SF	0.00	40	4	1979	1980	1	30		
2	CL2:CH LINK FENCE	4,224	SF	0.00	704	6	1979	1980	2	30		
19	CL2:CH LINK FENCE	780	SF	0.00	0	0	1979	1980	1	30		
18	CL2:CH LINK FENCE	2,040	SF	0.00	0	0	1979	1980	2	30		
17	CC2:COM CANOPY	240	SF	0.00	24	10	1979	1980	3	40		
16	PT3:PATIO	2,316	SF	0.00	0	0	1999	2000	2	50		
15	AP2:ASPHALT PAVING	8,720	SF	0.00	0	0	1965	1966	2	25		
14	AC2:WALL AIR COND	6	UT	0.00	0	0	1984	1985	1	20		
13	PT3:PATIO	580	SF	0.00	0	0	1970	1971	2	50		



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## Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	P2007-0406	Apr 3 2007 12:00AM		2,000		REPLACE 3 - TON CENTRAL AIR
	982461	Aug 7 1998 12:00AM	Aug 18 1999 12:00AM	75,000		GAS TANKS - GROUND
	992470	Mar 11 1999 12:00AM	Aug 18 1999 12:00AM	41,300		REROOF
	982985	Sep 17 1998 12:00AM	Jul 24 2000 12:00AM	673,782		RE-SURFACE TAXI-WAY
	9921546	Sep 17 1999 12:00AM	Jul 24 2000 12:00AM	5,200		ROOFING
	9921314	Oct 22 1999 12:00AM	Jul 24 2000 12:00AM	80,000		GAS TANKS
	9922997	Dec 29 1999 12:00AM	Jul 24 2000 12:00AM	2,000		DRIVEWAY FOR FUELING
	9921366	Dec 29 1999 12:00AM	Jul 24 2000 12:00AM	880		TEMP TRAILER
	200367	Feb 15 2000 12:00AM	Jul 24 2000 12:00AM	4,000		SHED
	0200991	Mar 22 2000 12:00AM	Jul 24 2000 12:00AM	9,800		MOSQUITO HELICOPTER HANGER
	0201832	May 11 2000 12:00AM	Jul 24 2000 12:00AM	1		ENSTAL NEW FIRE SPINKLER
	2201530	May 17 2002 12:00AM	Jan 8 2003 12:00AM	600,000	Commercial	BLDG 1 OF 4 HANGER
	2201529	May 17 2002 12:00AM	Jan 8 2003 12:00AM	600,000	Commercial	BLDG 2 OF 4 HANGER
	2201528	May 17 2002 12:00AM	Jan 8 2003 12:00AM	600,000	Commercial	BLDG 3 OF 4 HANGER
	2201481	May 17 2002 12:00AM	Jan 8 2003 12:00AM	600,000	Commercial	BLDG 4 OF 4 HANGER
	2201868	Jul 17 2002 12:00AM		950,000		CONSTR ROAD FOR HANGERS
	2204607	Oct 25 2002 12:00AM		70,000		MOVE SHADE HANGERS
	2203817	Oct 29 2002 12:00AM		80,000		INST 12000 GAL FUEL TANK
	1201994	Mar 7 2002 12:00AM		1,750,000		TAXI-LANE DEMO SHADE HANG
	1204206	Dec 20 2001 12:00AM		95,000		HANGER, BATHROOM
	2200162	Jan 17 2002 12:00AM		45,000		GRADING & STORING FILL
	1204610	Jan 11 2002 12:00AM		2,000		TIKI HUT W/ THATCH ROOF
	05204418	Aug 22 2005 12:00AM		4,802		SHUTTERS/ACCORDIAN
	6201803	Jun 2 2006 12:00AM		300,000		PAVING NEW CARGO APRON
	P2006-1351	Sep 29 2006 12:00AM		10,000		INSTALL 100 AMP SUBFEED/SHERIFF HANGER

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## Value History

Tax Year	Val Meth	Just Land	Class Land	Building	Misc	Just	Assessed Value	Exempt	Sr Ex	Tax Value
2008F	C	675,000	0	3,464,975	289,228	4,429,203	4,429,203	4,429,203	N	0
2007F	C	1,316,250	0	2,336,061	288,639	3,940,950	3,940,950	3,940,950	N	0
2006F	C	1,316,250	0	2,338,288	289,880	3,944,418	3,944,418	3,944,418	N	0
2005F	C	1,316,250	0	2,034,128	291,114	3,641,492	3,641,492	3,641,492	N	0
2004F	C	10,125,000		2,061,791	292,359	12,479,150	12,479,150	12,479,150	N	0
2003F	C	10,125,000		2,061,791	294,329	12,481,120	12,481,120	12,481,120		0
2002F	C	10,125,000		2,061,791	296,215	12,483,006	12,483,006	12,483,006		0
2001F	C	10,125,000		2,061,791	298,180	12,484,971	12,484,971	12,484,971		0
2000F	C	10,125,000		5,023,757	262,904	15,411,661	15,411,661	15,411,661		0
1999F	C	10,125,000		4,472,018	236,641	14,833,659	14,833,659	14,833,659		0
1998F	C	10,125,000		2,981,473	245,983	13,352,456	13,352,456	13,352,456		0
1997F	C	10,125,000		2,981,473	153,432	13,259,905	13,259,905	13,259,905		0
1996F	C	10,125,000		2,710,433	158,735	12,994,168	12,994,168	12,994,168		0
1995F	C	10,125,000		1,322,768	40,137	11,487,905	11,487,905	11,487,905		0
1994F	C	10,125,000		908,656	26,254	11,059,910	11,059,910	11,059,910		0
1993F	C	7,762,500		934,049	26,455	8,723,004	8,723,004	8,723,004		0
1992F	C	7,762,500		934,049	26,655	8,723,204	8,723,204	8,723,204		0
1991F	C	7,762,500		934,049	26,855	8,723,404	8,723,404	8,723,404		0
1990F	C	7,762,500		934,049	27,055	8,723,604	8,723,604	8,723,604		0
1989F	C	7,425,000		528,857	99,095	8,052,952	8,052,952	8,052,952		0
1988F	C	6,210,000		422,179	100,471	6,732,650	6,732,650	6,732,650		0
1987F	C	2,131,091		413,709	103,224	2,648,024	2,648,024	2,648,024		0
1986F	C	2,131,091		414,892	105,977	2,651,960	2,651,960	2,651,960		0
1985F	C	2,131,091		405,130	107,353	2,643,574	2,643,574	2,643,574		0
1984F	C	2,131,091		12,625	196,579	2,340,295	2,340,295	2,340,295		0
1983F	C	2,131,091		12,625	196,579	2,340,295	2,340,295	2,340,295		0
1982F	C	2,131,091		10,412	196,579	2,338,082	2,338,082	2,338,082		0

## Exemptions

Code	Description	Value	Year	Renewal	%	Amount Applied
14	COUNTYLANDS		1901	1	100.00	



**BOARD OF COUNTY COMMISSIONERS**

Mayor George Neugent, District 2  
Mayor Pro Tem Sylvia J. Murphy, District 5  
Kim Wington, District 1  
Heather Carruthers, District 3  
Mario Di Gennaro, District 4

**FLORIDA KEYS MARATHON AIRPORT**  
9400 Overseas Highway, Suite 200  
Marathon, Fl. 33050  
Telephone: (305) 289-6002/289-6060  
Fax: (305) 743-0396



**MEMORANDUM**

TO: Islands Flying Club, Inc.

FROM: Stacy DeVane, Executive Assistant  
Florida Keys Marathon Airport

SUBJECT: Lease Agreement

DATE: January 29, 2009

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At the November 19, 2008 meeting, the Board of County Commissioner approved a Lease Agreement between Monroe County and Islands Flying Club, Inc. for premises at the Florida Keys Marathon Airport on which to construct an enclosed hanger for the storage of aircraft.

Please find attached a fully executed copy of the Lease Agreement for your records.

cc: Key West Business Office  
Risk Management Department

**LEASE AGREEMENT  
FLORIDA KEYS MARATHON AIRPORT  
ISLANDS FLYING CLUB, INC.**

**THIS CONTRACT OF LEASE** is made and entered into this 19th day of November, 2008, by and between **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereinafter referred to as "COUNTY" and **ISLANDS FLYING CLUB, INC.**, whose address is P.O. Box 500802, Marathon, Florida, 33050, hereinafter referred to as "LESSEES".

**WHEREAS**, the COUNTY owns property known as the Florida Keys Marathon Airport, located in Marathon, Monroe County, Florida, hereinafter referred to as "Airport"; and

**WHEREAS**, LESSEES desire to lease an undeveloped parcel of property on the Airport for purposes of constructing an enclosed hangar; and

**WHEREAS**, the County is willing to lease property on the Airport for purposes of constructing an enclosed hangar; now, therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, COUNTY does hereby grant and lease unto LESSEES and LESSEES do hereby lease from COUNTY, certain premises, rights and privileges as follows, to wit:

1. **Premises.** The COUNTY does hereby lease to LESSEES, and LESSEES lease from the COUNTY, an undeveloped parcel of land located at the Florida Keys Marathon Airport approximately 5,400 square feet, hereafter the premises, as described in Exhibit "A" attached hereto and incorporated herein.

LESSEES are authorized to construct a 4,000 (40ft x 100ft) square foot enclosed hangar for the storage of 2 aircraft.

The hangar is to be built at the sole cost and expense of LESSEES.

Any improvements made by the LESSEES to the premises automatically become the property of the County upon the termination of this lease.

2. **Term.** The term of the lease is for twenty (20) years beginning on the effective date of this lease agreement with an option, at LESSEES discretion, to renew for one additional ten year term under the same rate agreement in paragraph 3. Upon the termination of this lease, either under this paragraph or as provided elsewhere in this lease, LESSEES must peacefully surrender the premises and all structures to the County. Development of the parcel must begin within 12 months of the effective date of this agreement. For purposes of this agreement, development will be deemed to have commenced when LESSEES enter in to a signed agreement with a general contractor for construction of the proposed hangar project. Unless extended in writing, **THIS LEASE TERMINATES 1 YEAR AFTER THE EFFECTIVE DATE OF THE AGREEMENT IF DEVELOPMENT HAS NOT COMMENCED.**

3. **Rent.** The rent for the premises for the initial year of this lease shall be \$200.00 per month or \$2,400.00 per year, plus applicable sales tax, with the monthly rent due and payable

beginning on the first day of each month. All rental payments are due at the Airports Business Office, 3491 S. Roosevelt Blvd., Key West, FL 33040.

Following the initial year of this lease, the annual rental sum will be adjusted each year by a percent equal to the increase in the CPI for all urban consumers (CPI-U) above that of the prior year.

Following the initial 20 year term or at such time as the leasehold and/or the improvements are assigned, sold or otherwise transferred by Islands Flying Club, Inc., the COUNTY shall have the improved property appraised for purposes of establishing the fair market value of the property. Rent for the initial year of the renewal period shall be set at fair market value as determined by the appraisal and will be adjusted each year thereafter by a percent equal to the increase in the CPI for all urban consumers (CPI-U).

If at any time during the term of this lease, the leased premises are converted to a non-aeronautical use, the COUNTY shall have the right to immediately enter on to the property for purposes of obtaining an appraisal to determine fair market value and the rent for the premises shall immediately be set at the new rate.

**4. Termination.** This Agreement may be terminated at the discretion of the COUNTY in the following circumstances:

- a) LESSEES fail to pay the rent when due;
- b) LESSEES fail to obtain the insurance required under this lease or allows the required insurance coverage to lapse or fall below the minimum required;
- c) LESSEES otherwise breaches the terms of this lease.
- d) Cancellation is required to accommodate future Airport growth, or
- e) Cancellation is required due to F.A.A. requirements.

Unless the COUNTY has accepted in writing a delay in performance of duties, the failure to perform said duties shall constitute a default/breach under the terms of this agreement. In the case of the default/breach occurrences described in subparagraphs 4(a), (b), or (c), the County's Florida Keys Marathon Airport Manager shall first give the LESSEE a written notification stating the default/breach. The LESSEE shall be notified that he has 10 days to correct the default/breach. If the nature of the default/breach is such that it cannot be cured in 10 days, the LESSEE shall inform the COUNTY in writing of the reason why the default/breach cannot be cured in 10 days and shall provide a written plan showing how the default/breach will be cured in a timely manner. If the LESSEE has not corrected the default/breach at the end of the 10 days or if the LESSEE has provided a cure plan, which the LESSEE has failed to timely and diligently execute, then the COUNTY may cancel the lease in its discretion. In the case of cancellation occurring as described in subparagraphs 4(d) and (e), COUNTY shall provide LESSEE 90 days notice. In the event of cancellation occurring as described in subparagraphs 4(d) and (e) the COUNTY, at COUNTY expense, shall relocate the LESSEE's hangar to an alternate site in accordance with Florida Keys Marathon Airport ALP. If an alternate site at the airport is not available, the COUNTY will purchase the LESSEE's lease hold at fair market appraisal value.

**5. Leasehold Improvements and Use.** LESSEES shall have the right to occupy the premises as described in Exhibit "A".

**6. Right of Ingress and Egress.** LESSEES, their agents, employees, customers, suppliers, and patrons shall have the right of ingress and egress to and from the leased premises, which shall not be unreasonably restricted by COUNTY.

7. **Utilities.** LESSEES ARE responsible for all telecommunications, electrical, sewer, water and solid waste collection service for the premises.

8. **Assignment.** The premises leased hereunder may not be sublet prior to the completion of the proposed building project. The premises leased hereunder along with the improvements thereon and this lease may not be assigned without the written consent of the COUNTY.

9. **Maintenance of Premises.** During the term of this lease, LESSEES are responsible for all maintenance and repairs, including major repairs such as structural work and roof replacement and replacement of the building if destroyed. All repairs and replacement must be of the same or better quality as the original work and conform to all applicable building codes. LESSEES shall be responsible for and shall properly maintain the leased premises, and upon the termination of this lease, shall leave the premises in at least as good condition as at the time of the commencement of this lease, normal use and occupancy excepted.

10. **Rights of County.** The COUNTY shall have the absolute right, without limitation, to repair, reconstruct, alter or add to any structure and facilities at the Airport, or to construct new facilities at the Airport. The COUNTY shall, in the exercise of such right, be free from any and all liability to the LESSEES for business damages occasioned during the making of such repairs, alterations and additions, except those occasioned by the sole act of negligence of the COUNTY, its employees or agents.

The COUNTY and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the leased premises for the following purposes:

a) to inspect the leased premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this agreement with respect thereto;

b) to perform essential maintenance, repair, relocation, or removal of the existing facility if owned by the County, structure if owned by the County, perimeter security fence, underground and overhead wires, pipes, drains, cables and conduits now located on, under or across the leased premises, and to construct, maintain, repair, relocate, and remove such facilities in the future as necessary to carry out the Master Plan of development of the Airport; provided, however, that said work shall in no event unduly interfere with the operations of LESSEES and, provided further, that the entire cost of such work, as a result of the exercise by the COUNTY of its rights hereunder shall be borne by the COUNTY.

11. **Rights Reserved.** Rights not specifically granted to LESSEES by this Agreement are reserved to the COUNTY

12. **Indemnification/Hold Harmless.** Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, LESSEES shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses (including, without limitation, costs of remediation and costs of additional security measures that the Federal Aviation Administration, the Transportation Security Administration or any other governmental agency requires by reason of, or in connection with a violation of any federal law

or regulation, attorneys' fees and costs, court costs, fines and penalties) that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of LESSEES or any of its employees, agents, contractors or other invitees on the Airport during the term of this AGREEMENT, (B) the negligence or willful misconduct of LESSEES or any of its employees, agents, contractors or other invitees, or (C) LESSEES default in respect of any of the obligations that it undertakes under the terms of this lease, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than LESSEES). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this lease, this section will survive the expiration of the term of this lease or any earlier termination of this lease.

**13. Insurance Requirements.** Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), LESSEES shall obtain, at their own expense, insurance as specified.

LESSEES shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either

- Certificate of Insurance or a Certified copy of the actual insurance policy.

The COUNTY, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of LESSEES insurance shall not be construed as relieving LESSEES from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

In addition, the County will be named as an Additional Insured on all policies covering County-owned property.

LESSEES will obtain or possess the following insurance coverage and will provide Certificates of Insurance to County to verify such coverage.

**a. All Risk Property Insurance Requirements:** Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall obtain All Risk Property Insurance to full value of reconstruction value (to include the perils of Flood and Wind) with limits no less than the Replacement Cost Value of the property leased or rented. Coverage shall be maintained throughout the life of the Lease/Rental Agreement and include, as a minimum, liability coverage for:

Fire	Lightning	Vandalism
Sprinkler Leakage	Sinkhole Collapse	Falling Objects
Windstorm	Smoke	Explosion
Civil Commotion	Aircraft and Vehicle Damage	Flood

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

However, if any public funds are utilized towards the construction, Monroe County Board of County Commissioners shall be named as Additional Insured and Loss Payee.

b. **Aircraft Liability Insurance Requirement:** Recognizing that the work governed by this contract involves the storage of aircraft, LESSEES will be required to purchase and maintain, throughout the life of the contract, Aircraft Liability Insurance naming the Monroe County Board of County Commissioners as Additional Insured. This insurance may be a normal portion of the aircraft policy of the stored aircraft.

The minimum limits of liability shall be \$1 million.

LESSEES shall maintain the required insurance throughout the entire term of this lease and any extensions which may be entered into. The COUNTY, at its sole option, has the right to request a certified copy of any and all insurance policies required by this lease. Failure to comply with this provision shall be considered a default and the COUNTY may terminate the lease in accordance with Paragraph 11.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and be approved by Monroe County Risk Management.

c. **Damage to uninsured improvements:** In the event that any improvements made by the LESSEES to the premises are damaged and/or destroyed, LESSEES, at their sole expense, shall rebuild the improvements to their pre-loss state within two years of the date of the occurrence of the event that destroyed or damaged the improvement. If the LESSEES fail to restore the improvements to its pre-loss state or the improvements are damaged beyond repair, LESSEES, at their sole expense, shall be responsible for demolition and restoration of the leased property to its original condition. If the LESSEES fail to restore the improvements to their pre-loss state within the allotted two year period, the County may, at its sole discretion, terminate the lease effective upon the second anniversary of the date of occurrence of the event that destroyed or damaged the improvement. LESSEE will be required to pay the full amount of the rent throughout this period.

14. **Books, Records and Documents.** LESSEES shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.

#### 15. **Rules and Regulations**

A. **COMPLIANCE.** LESSEES shall comply with the Minimum Standards for Commercial Aeronautical Activities by Fixed Base Operators and Other Aeronautical Service Providers at Monroe County Airports and all ordinances of the COUNTY, including any reasonable rules and regulations with respect to use of Airport property, as the same may be amended from time to time, all additional laws, statutes, ordinances, regulations and rules of the federal, state and county governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations, including specifically, without limiting the generality thereof, federal air and safety laws and regulations and federal, state, and county environmental, hazardous waste and materials and natural resources laws, regulations and permits.

B. **VIOLATIONS.** LESSEES agree to pay on behalf of the COUNTY any penalty, assessment, or fine, issued against the COUNTY, or to defend in the name of the COUNTY any claim, assessment, or civil action, which may be presented or initiated by any agency or office of the federal, state, or county governments, based in whole or substantial part upon a claim or

allegation that LESSEES, its agents, employees or invitees have violated any law, ordinance, regulation, rule or directives described in 15(A) above.

16. **Governing Law, Venue, Interpretation:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and LESSEES agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The COUNTY and LESSEES agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

17. **Entire Agreement.** This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

18. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and LESSEES agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19. **Attorney's Fees and Costs.** The COUNTY and LESSEES agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

20. **Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and LESSEES and their respective legal representatives, successors, and assigns.

21. **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

22. **Claims for Federal or State Aid.** LESSEES and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. **Adjudication of Disputes or Disagreements.** COUNTY and LESSEES agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

24. **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and LESSEES agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and LESSEES specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

25. **Nondiscrimination.** COUNTY and LESSEES agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. LESSEES agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Sections 13-101, et seq., Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

26. **Covenant of No Interest.** COUNTY and LESSEES covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner

or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

27. **Code of Ethics**. COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

28. **No Solicitation/Payment**. The COUNTY and LESSEES warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the LESSEES agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

29. **Public Access**. The COUNTY and LESSEES shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and LESSEES in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by LESSEES.

30. **Non-Waiver of Immunity**. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the LESSEES in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

31. **Privileges and Immunities**. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

32. **Legal Obligations and Responsibilities**: **Non-Delegation of Constitutional or Statutory Duties**. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the

constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

**33. Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the LESSEES agree that neither the COUNTY nor the LESSEES or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**34. Attestations.** LESSEES agrees to execute such documents as the COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

**35. No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**36. Personal Property.** Any personal property of LESSEES, their agents, assigns, or invitees placed in the premises of the Airport shall be at the sole risk of the LESSEES or owners thereof, and the COUNTY shall not be liable for any loss or damage.

**37. Federal Subordination.** This Agreement shall be subordinate to the provisions of any existing or future agreement between the COUNTY and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. All provisions of this AGREEMENT shall be subordinate to the right of the United States of America.

**38. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

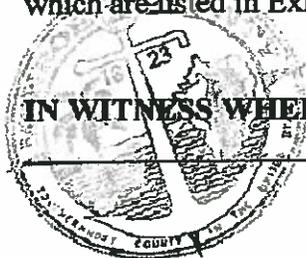
**39. Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**40. Cancellation of Agreement.** COUNTY may cancel this lease agreement by giving LESSEES sixty (60) days advanced written notice upon the happening of any of the following events: the appointment of a receiver of LESSEES assets; the divesting of LESSEES leasehold estate by other operation of law; the abandonment by LESSEES of the premises for a period of sixty (60) days. By the end of the sixty (60) day notice period, LESSEES shall have vacated the premises and the COUNTY may immediately re-enter and take possession of same. If it is

necessary to employ the services of an attorney in order to enforce the COUNTY's rights under this paragraph, the COUNTY shall be entitled to reasonable attorney's fees.

41. Mutual Review. This agreement has been carefully reviewed by LESSEES and the COUNTY, therefore this agreement is not to be construed against either party on the basis of authorship.

42. FAA Requirements. The parties shall comply with FAA Required Lease Clauses, which are listed in Exhibit "B", attached hereto and made a part hereof.



IN WITNESS WHEREOF, the parties have caused this lease to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By *Camela Sanchez*  
Deputy Clerk 11-19-08

By *George L. Neugeb*  
Mayor/Chairperson

ISLANDS FLYING CLUB, INC.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By *P. J. Perry*  
Title *Pres* *Islands Flying Club*

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
*Pedro J. Mercado*  
PEDRO J. MERCADO  
ASSISTANT COUNTY ATTORNEY  
Date 10/22/08

**PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Islands Flying Club Inc (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Theadora Ramsay  
(Signature)

Date: 10/28/08

STATE OF: Florida

COUNTY OF: Monroe

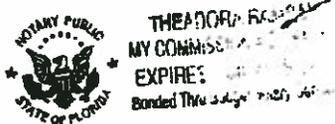
Subscribe and sworn to (or affirmed) before me on October 28-2008

(date) by Theadora Ramsay (name of affiant). He/She is

personally known to me or has produced \_\_\_\_\_

(type of identification) as identification.

Theadora Ramsay



LOBBYING AND CONFLICT OF INTEREST CLAUSE  
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Islands Flying Club, Inc. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

[Signature]  
(signature)

Date: 10/28/08

STATE OF Florida  
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Richard Ramsay who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 28<sup>th</sup> day of

October, 2008

[Signature]  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

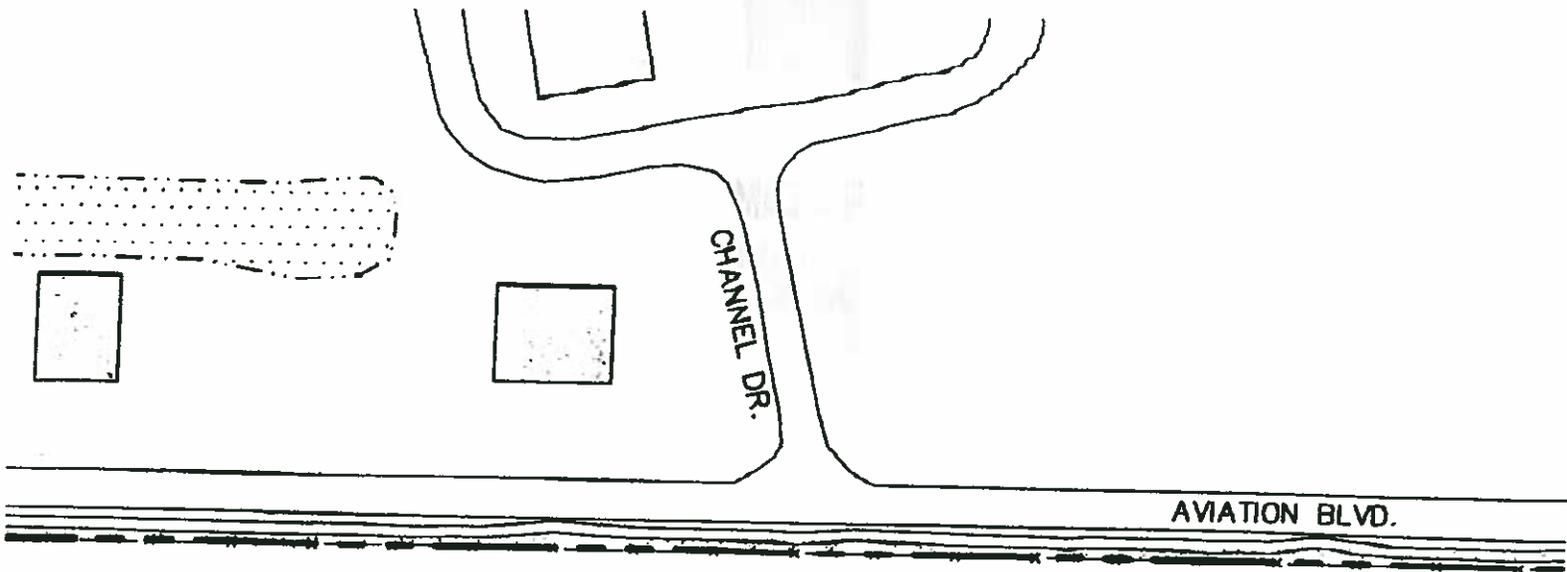


THEADORA RAMSAY  
MY COMMISSION # DD 619419  
EXPIRES: January 8, 2011  
Bonded thru Budget Wary Services

# PROPOSED HANGAR(S) LOCATION

## RUNWAY 25 FLORIDA KEYS MARATHON AIRPORT

EXHIBIT A



NO.	LATITUDE	LONGITUDE	EL. (MSL)
1	N 24°43'49.589"	W 081°02'34.756"	21
2	N 24°43'49.971"	W 081°02'33.755"	21
3	N 24°43'49.223"	W 081°02'34.588"	21
4	N 24°43'49.606"	W 081°02'33.588"	21

HANGAR DEVELOPMENT SITE ELEVATION = 5.0 MSL

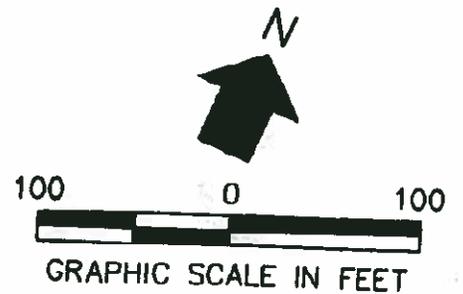
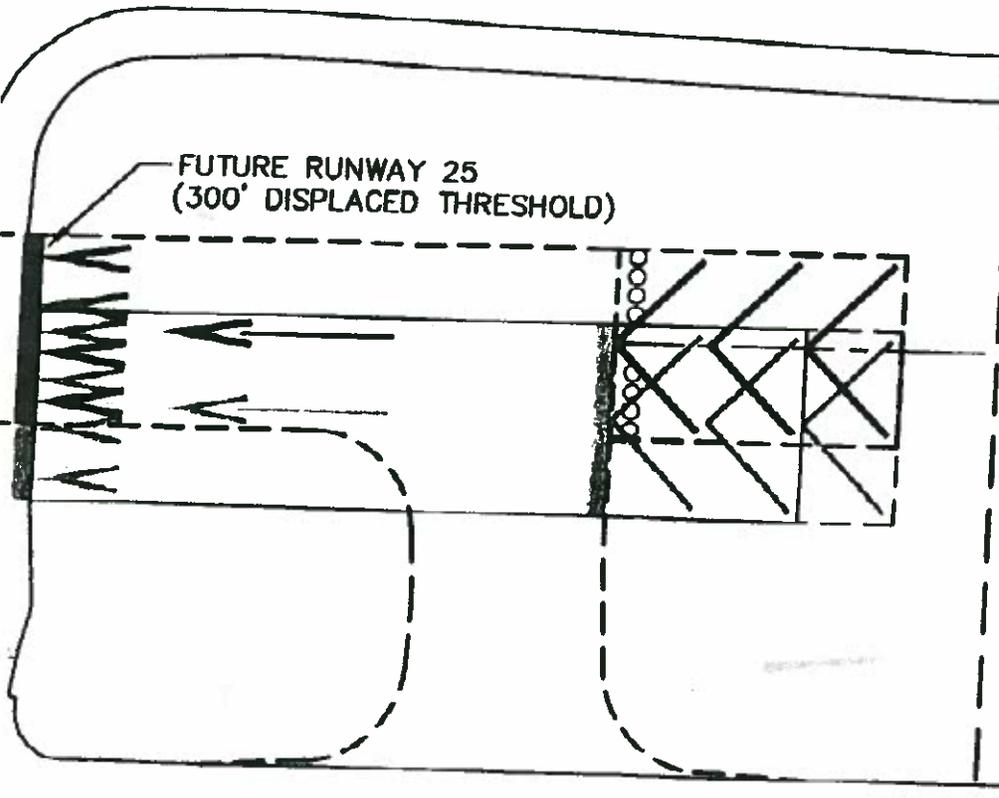
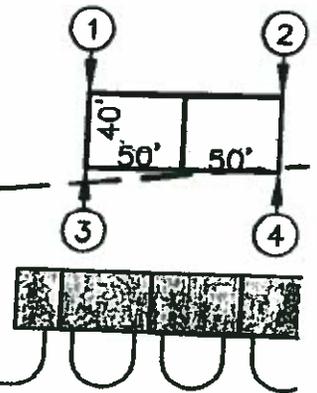


FIGURE 1

DEC 23 1993

EXHIBIT B

**AIRPORTS/OMB**

**FRA REQUIRED LEASE CLAUSES**

1. This lease shall be subject to review and re-evaluation at the end of each \_\_\_\_\_ year period, by the airport owner and the rent may be adjusted according to their action, not to exceed the Consumer Price Index rate during the last \_\_\_\_\_ month period, or;

Land less improvements will be appraised every 5 years and the adjusted rental will be based on normally 10-12 percent of appraised value. If disputed, lessor obtains appraisal at his expense and lessor/lessee equally share expense for review appraisal that establishes fair market value.

2. The tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

3. It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft,

now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

4. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Massachusetts Airport.
5. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

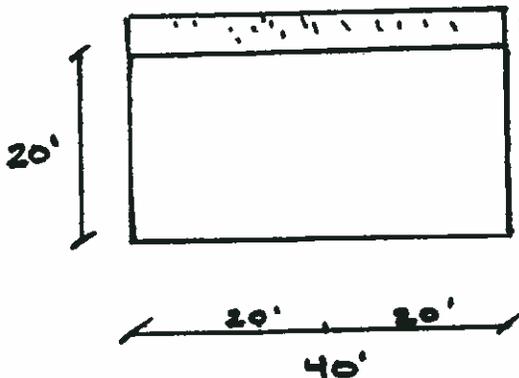
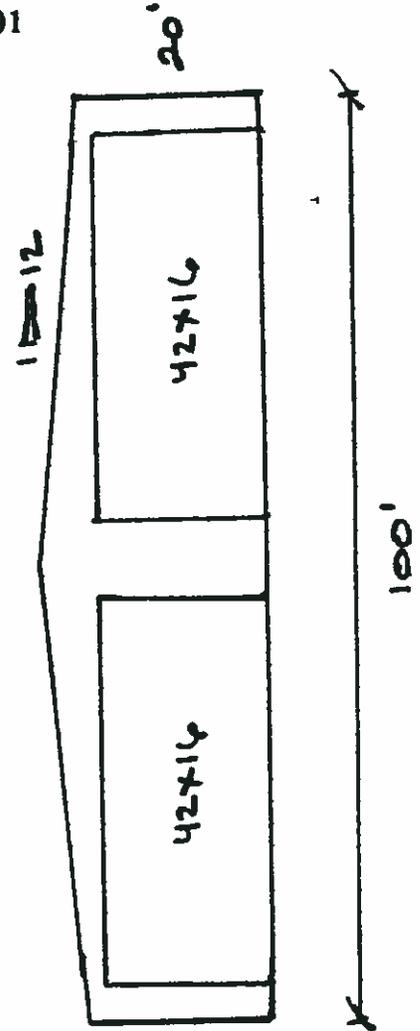
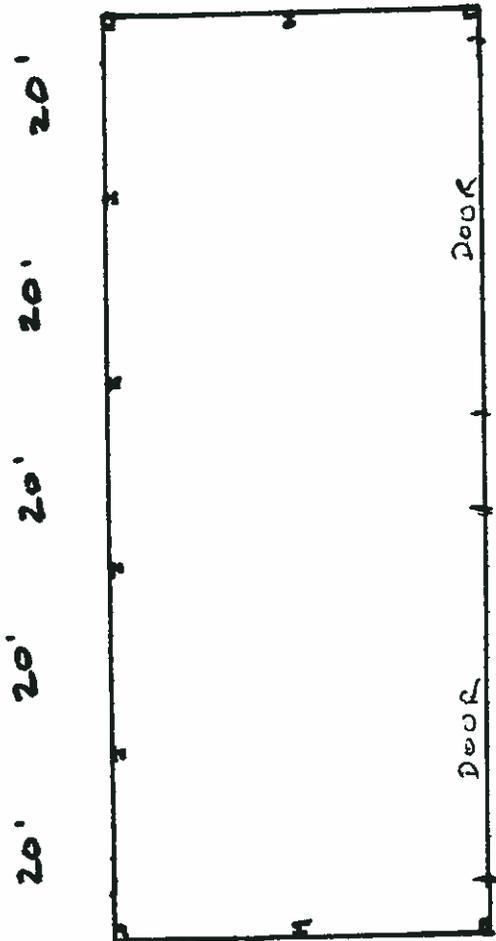
**RECEIVED**

DEC 23 1993

**AIRPORTS/OMB**

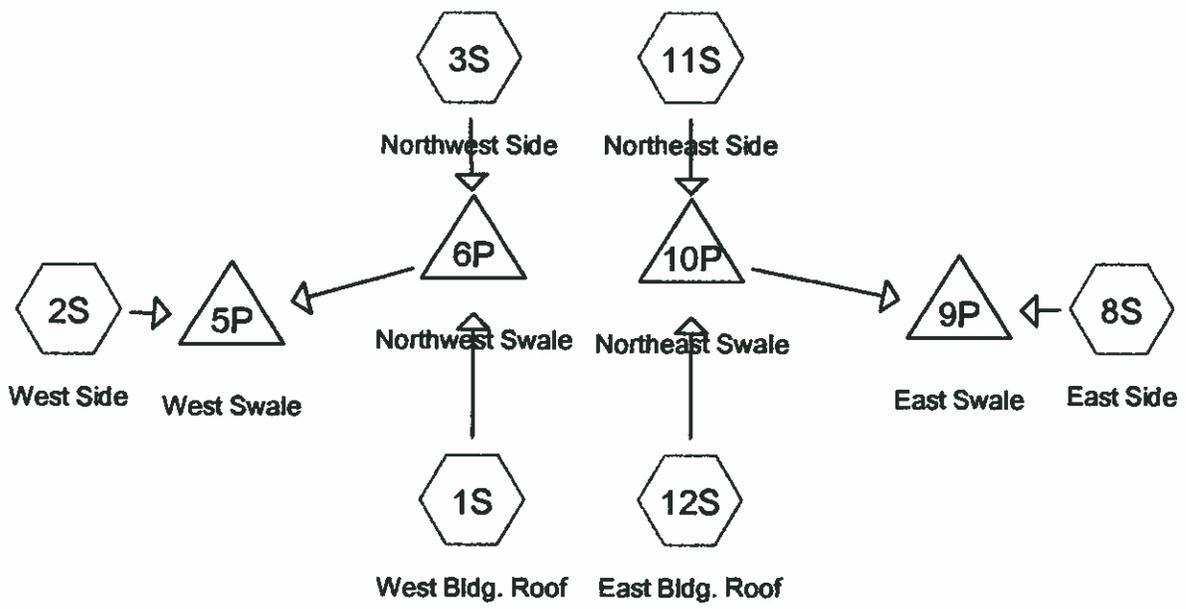


**BUILDING SYSTEMS, INC.**  
3300 Holcomb Bridge Rd., Suite 201  
Norcross, Georgia 30092



*Please Sign Here +  
Locate doors.*

1" = 20'



**Drainage Diagram for Hanger**  
 Prepared by W. Barnett Ent., Inc., Printed 2/23/2009  
 HydroCAD® 8.50 s/n 005689 © 2007 HydroCAD Software Solutions LLC

# Hanger

Prepared by W. Barnett Ent., Inc.  
HydroCAD® 8.50 s/n 005689 © 2007 HydroCAD Software Solutions LLC

Printed 2/23/2009

Page 2

## Area Listing (all nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
2,500	39	>75% Grass cover, Good, HSG A (2S,3S,8S,11S)
4,000	98	Paved parking & roofs (1S,12S)
<b>6,500</b>		<b>TOTAL AREA</b>

# Hanger

Prepared by W. Barnett Ent., Inc.  
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Page 3

## Soil Listing (all nodes)

Area (sq-ft)	Soil Goup	Subcatchment Numbers
2,500	HSG A	2S, 3S, 8S, 11S
0	HSG B	
0	HSG C	
0	HSG D	
4,000	Other	1S, 12S
<b>6,500</b>		<b>TOTAL AREA</b>

**Hanger**

SFWMD 72-hr Rainfall=10.80"

Prepared by W. Barnett Ent., Inc.

Printed 2/23/2009

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Page 4

Time span=1.00-72.00 hrs, dt=0.05 hrs, 1421 points  
Runoff by SBUH method, Split Pervious/Imperv.  
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

**Subcatchment 1S: West Bldg. Roof** Runoff Area=2,000 sf 100.00% Impervious Runoff Depth>10.56"  
Flow Length=40' Slope=0.0830 '/' Tc=0.3 min CN=0/98 Runoff=0.33 cfs 1,760 cf

**Subcatchment 2S: West Side** Runoff Area=675 sf 0.00% Impervious Runoff Depth>2.52"  
Flow Length=7' Slope=0.2500 '/' Tc=0.3 min CN=39/0 Runoff=0.04 cfs 142 cf

**Subcatchment 3S: Northwest Side** Runoff Area=575 sf 0.00% Impervious Runoff Depth>2.52"  
Flow Length=5' Slope=0.2500 '/' Tc=0.3 min CN=39/0 Runoff=0.03 cfs 121 cf

**Subcatchment 8S: East Side** Runoff Area=675 sf 0.00% Impervious Runoff Depth>2.52"  
Flow Length=7' Slope=0.2500 '/' Tc=0.3 min CN=39/0 Runoff=0.04 cfs 142 cf

**Subcatchment 11S: Northeast Side** Runoff Area=575 sf 0.00% Impervious Runoff Depth>2.52"  
Flow Length=5' Slope=0.2500 '/' Tc=0.3 min CN=39/0 Runoff=0.03 cfs 121 cf

**Subcatchment 12S: East Bldg. Roof** Runoff Area=2,000 sf 100.00% Impervious Runoff Depth>10.56"  
Flow Length=40' Slope=0.0830 '/' Tc=0.3 min CN=0/98 Runoff=0.33 cfs 1,760 cf

**Pond 5P: West Swale** Peak Elev=5.41' Storage=304 cf Inflow=0.29 cfs 1,168 cf  
Discarded=0.07 cfs 1,167 cf Primary=0.00 cfs 0 cf Outflow=0.07 cfs 1,167 cf

**Pond 6P: Northwest Swale** Peak Elev=5.41' Storage=123 cf Inflow=0.37 cfs 1,881 cf  
Discarded=0.05 cfs 855 cf Primary=0.26 cfs 1,026 cf Outflow=0.28 cfs 1,881 cf

**Pond 9P: East Swale** Peak Elev=5.41' Storage=304 cf Inflow=0.29 cfs 1,168 cf  
Discarded=0.07 cfs 1,167 cf Primary=0.00 cfs 0 cf Outflow=0.07 cfs 1,167 cf

**Pond 10P: Northeast Swale** Peak Elev=5.41' Storage=123 cf Inflow=0.37 cfs 1,881 cf  
Discarded=0.05 cfs 855 cf Primary=0.26 cfs 1,026 cf Outflow=0.28 cfs 1,881 cf

**Total Runoff Area = 6,500 sf Runoff Volume = 4,046 cf Average Runoff Depth = 7.47"**  
**38.46% Pervious = 2,500 sf 61.54% Impervious = 4,000 sf**

**Hanger**

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SFWMD 72-hr Rainfall=10.80"

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**Summary for Subcatchment 1S: West Bldg. Roof**

Runoff = 0.33 cfs @ 59.78 hrs, Volume= 1,760 cf, Depth>10.56"

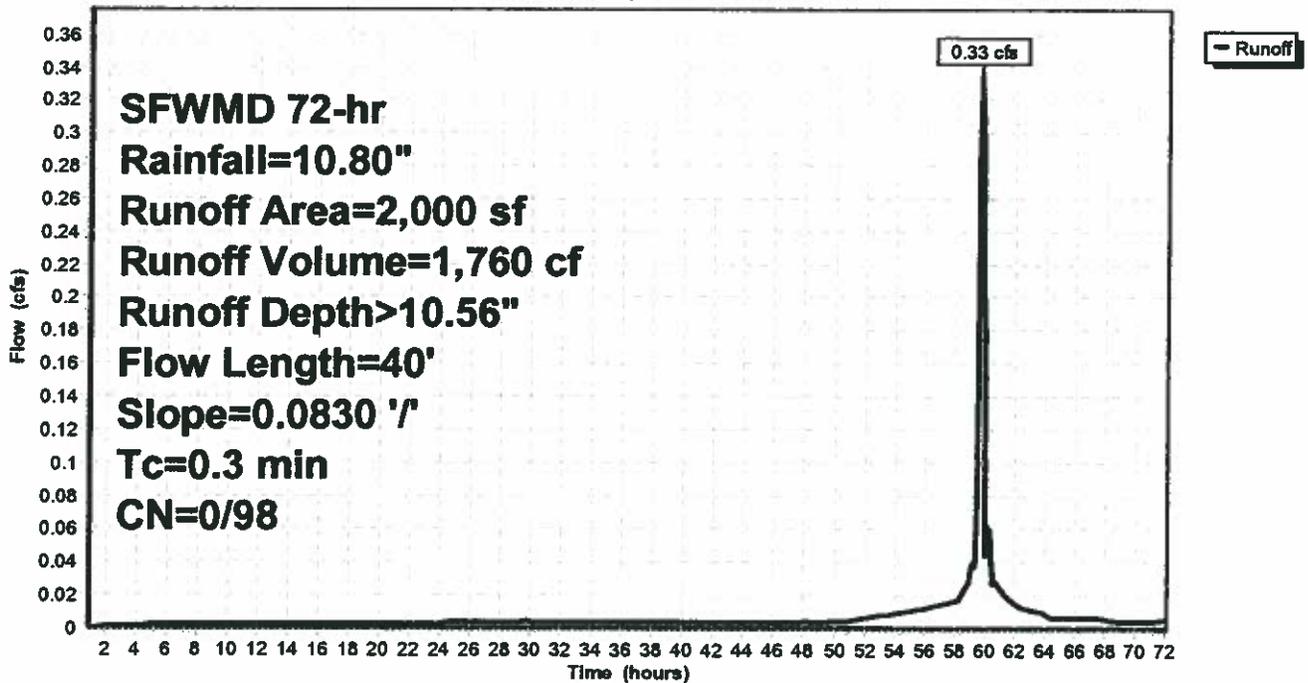
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 1.00-72.00 hrs, dt= 0.05 hrs  
SFWMD 72-hr Rainfall=10.80"

Area (sf)	CN	Description
2,000	98	Paved parking & roofs
2,000	98	Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.3	40	0.0830	2.53		Sheet Flow, Smooth surfaces n= 0.011 P2= 5.00"

**Subcatchment 1S: West Bldg. Roof**

Hydrograph



# Hanger

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SFWMD 72-hr Rainfall=10.80"

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## Summary for Subcatchment 2S: West Side

Runoff = 0.04 cfs @ 59.80 hrs, Volume= 142 cf, Depth> 2.52"

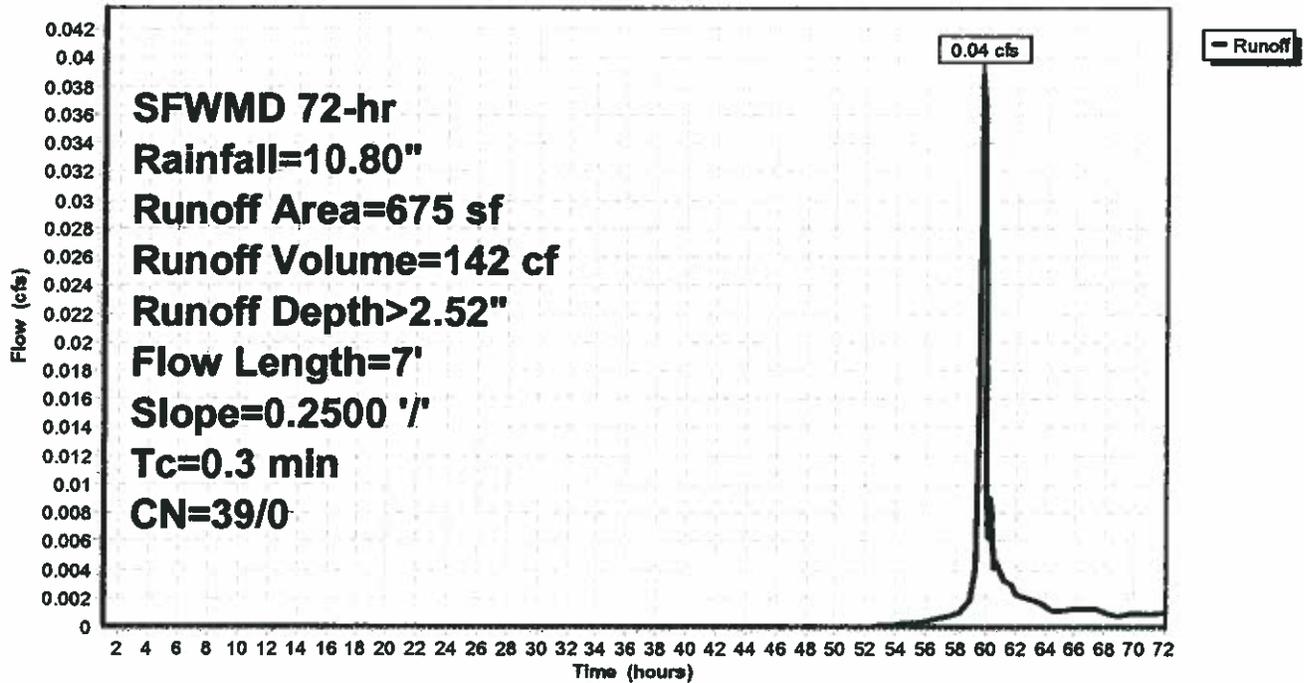
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 1.00-72.00 hrs, dt= 0.05 hrs  
SFWMD 72-hr Rainfall=10.80"

Area (sf)	CN	Description
675	39	>75% Grass cover, Good, HSG A
675	39	Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.3	7	0.2500	0.34		Sheet Flow, Grass: Short n= 0.150 P2= 5.00"

## Subcatchment 2S: West Side

Hydrograph



**Hanger**

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SFWMD 72-hr Rainfall=10.80"

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**Summary for Subcatchment 3S: Northwest Side**

Runoff = 0.03 cfs @ 59.80 hrs, Volume= 121 cf, Depth> 2.52"

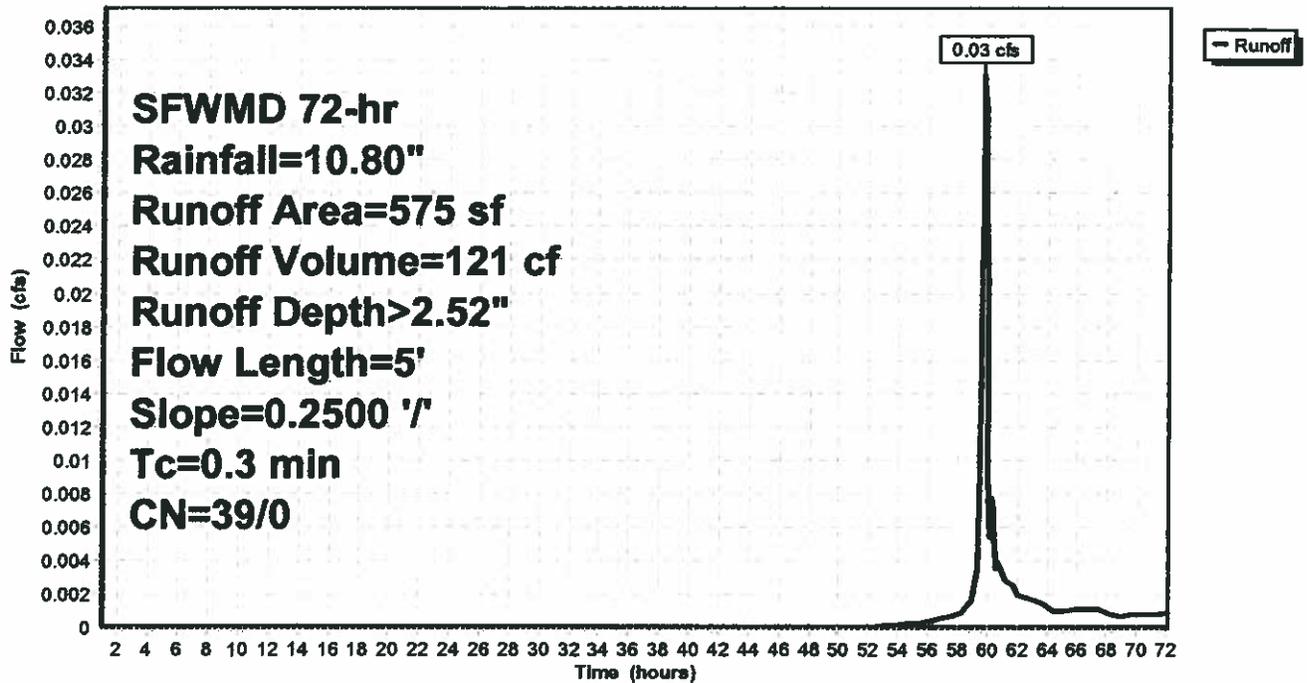
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 1.00-72.00 hrs, dt= 0.05 hrs  
SFWMD 72-hr Rainfall=10.80"

Area (sf)	CN	Description
575	39	>75% Grass cover, Good, HSG A
575	39	Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.3	5	0.2500	0.32		Sheet Flow, Grass: Short n= 0.150 P2= 5.00"

**Subcatchment 3S: Northwest Side**

Hydrograph



**Hanger**

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SFWMD 72-hr Rainfall=10.80"

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**Summary for Subcatchment 8S: East Side**

Runoff = 0.04 cfs @ 59.80 hrs, Volume= 142 cf, Depth> 2.52"

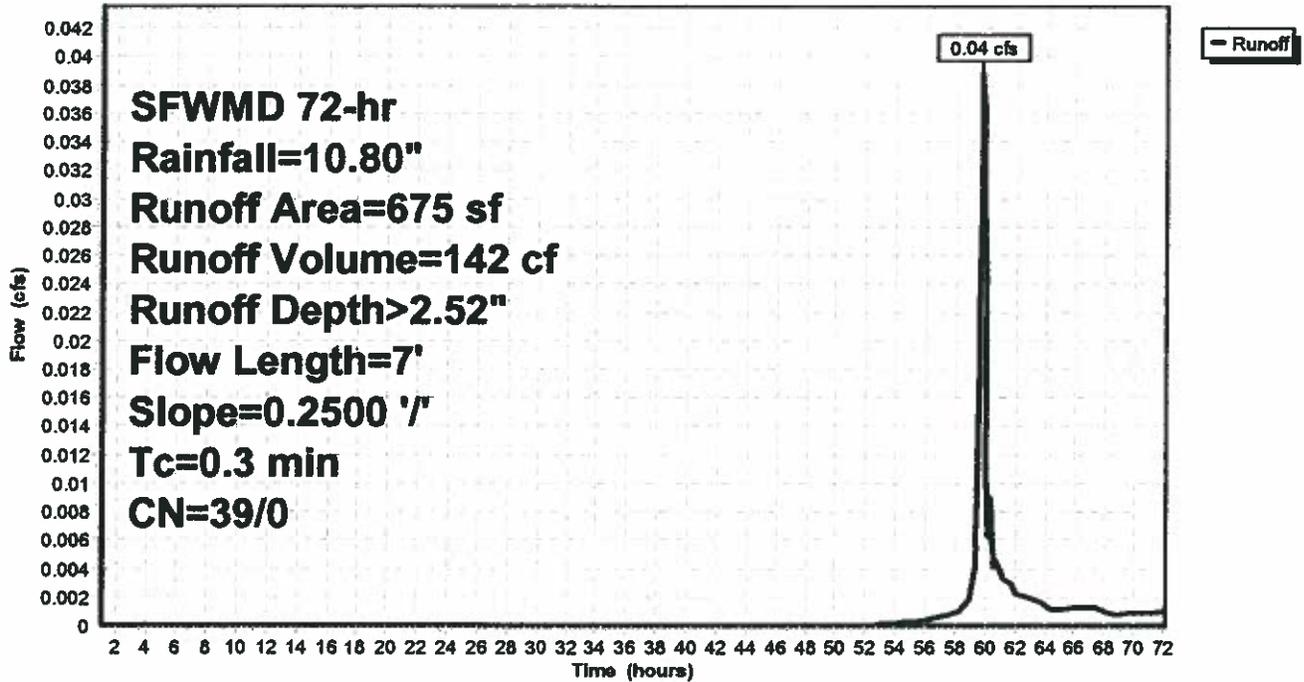
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 1.00-72.00 hrs, dt= 0.05 hrs  
SFWMD 72-hr Rainfall=10.80"

Area (sf)	CN	Description
675	39	>75% Grass cover, Good, HSG A
675	39	Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.3	7	0.2500	0.34		Sheet Flow, Grass: Short n= 0.150 P2= 5.00"

**Subcatchment 8S: East Side**

Hydrograph



**Hanger**

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SFWMD 72-hr Rainfall=10.80"

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**Summary for Subcatchment 11S: Northeast Side**

Runoff = 0.03 cfs @ 59.80 hrs, Volume= 121 cf, Depth> 2.52"

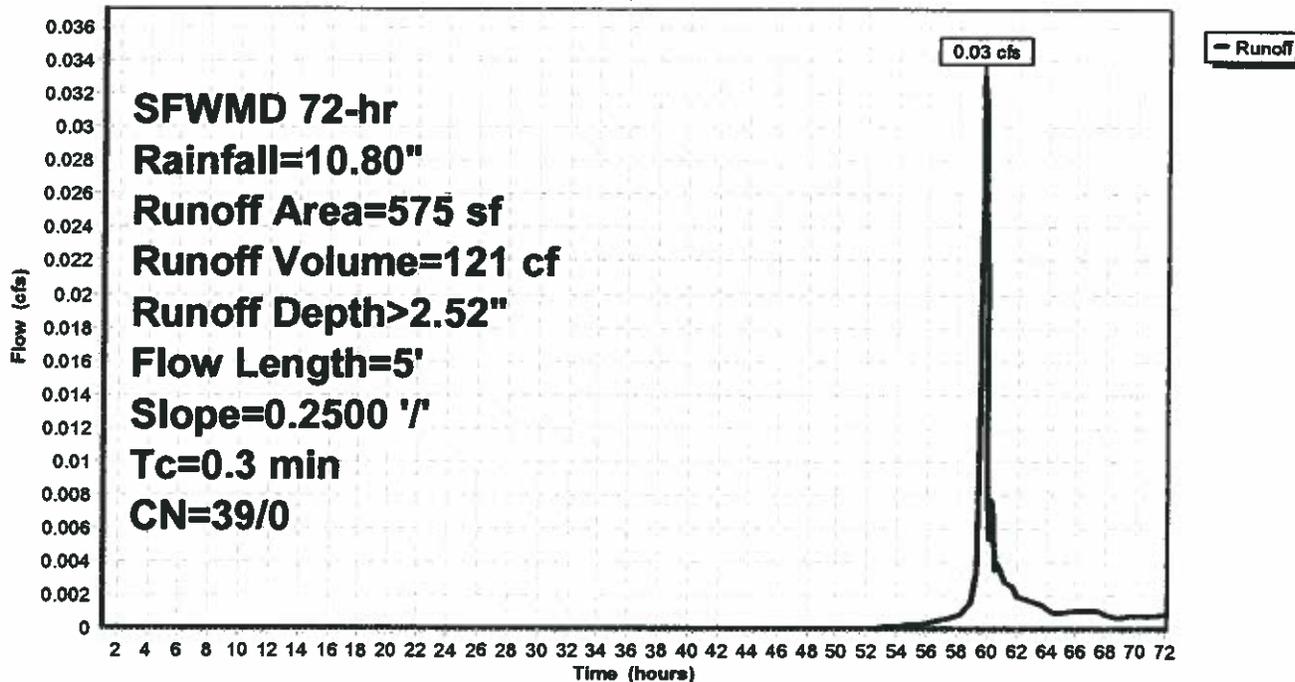
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 1.00-72.00 hrs, dt= 0.05 hrs  
SFWMD 72-hr Rainfall=10.80"

Area (sf)	CN	Description
575	39	>75% Grass cover, Good, HSG A
575	39	Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.3	5	0.2500	0.32		Sheet Flow, Grass: Short n= 0.150 P2= 5.00"

**Subcatchment 11S: Northeast Side**

Hydrograph



**Hanger**

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SFWMD 72-hr Rainfall=10.80"

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**Summary for Subcatchment 12S: East Bldg. Roof**

Runoff = 0.33 cfs @ 59.78 hrs, Volume= 1,760 cf, Depth>10.56"

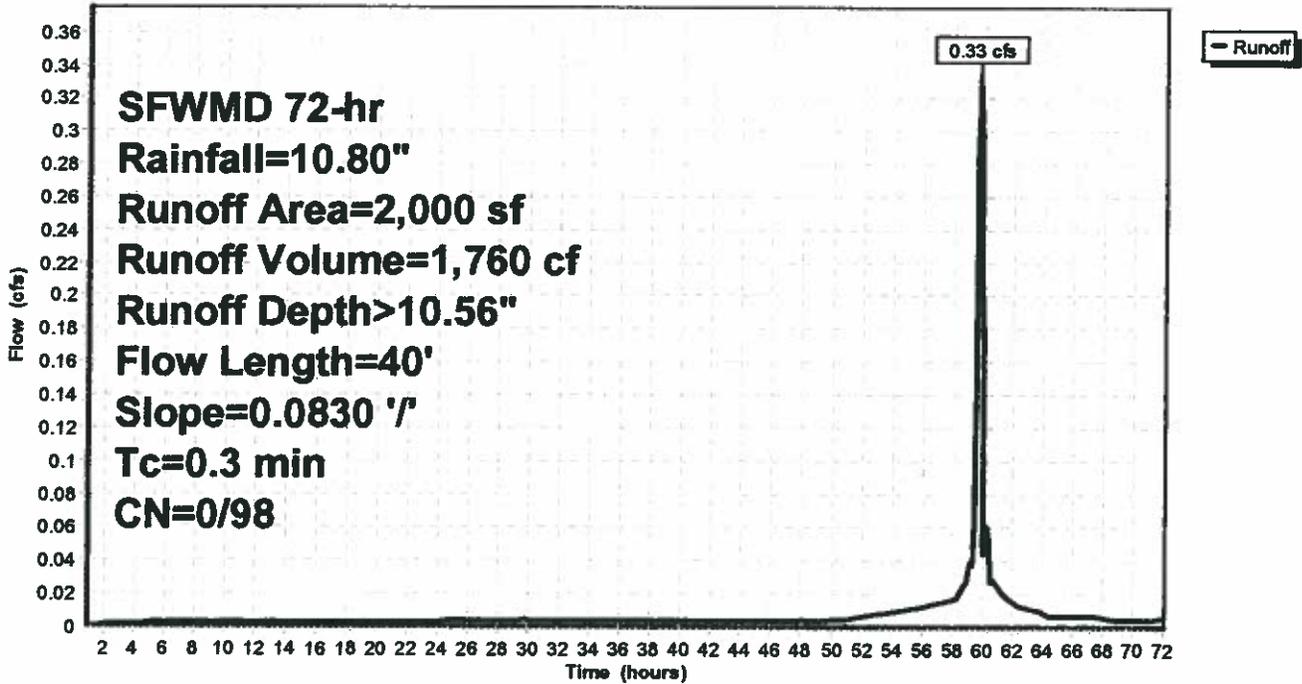
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 1.00-72.00 hrs, dt= 0.05 hrs  
SFWMD 72-hr Rainfall=10.80"

Area (sf)	CN	Description
2,000	98	Paved parking & roofs
2,000	98	Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.3	40	0.0830	2.53		Sheet Flow, Smooth surfaces n= 0.011 P2= 5.00"

**Subcatchment 12S: East Bldg. Roof**

Hydrograph



**Hanger**

SFWMD 72-hr Rainfall=10.80"

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**Summary for Pond 5P: West Swale**

Inflow Area = 3,250 sf, 61.54% Impervious, Inflow Depth > 4.31"  
 Inflow = 0.29 cfs @ 59.71 hrs, Volume= 1,168 cf  
 Outflow = 0.07 cfs @ 60.02 hrs, Volume= 1,167 cf, Atten= 75%, Lag= 18.3 min  
 Discarded = 0.07 cfs @ 60.02 hrs, Volume= 1,167 cf  
 Primary = 0.00 cfs @ 1.00 hrs, Volume= 0 cf

Routing by Dyn-Stor-Ind method, Time Span= 1.00-72.00 hrs, dt= 0.05 hrs  
 Peak Elev= 5.41' @ 60.02 hrs Surf.Area= 508 sf Storage= 304 cf

Plug-Flow detention time= 31.1 min calculated for 1,167 cf (100% of inflow)  
 Center-of-Mass det. time= 30.4 min ( 3,419.0 - 3,388.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	4.12'	348 cf	39.00'L x 1.37'H Prismatoid Z=4.0

Device	Routing	Invert	Outlet Devices
#1	Discarded	4.12'	6.000 in/hr Exfiltration over Wetted area
#2	Primary	5.45'	0.5' long x 4.0' breadth Broad-Crested Rectangular Weir
Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00			
2.50 3.00 3.50 4.00 4.50 5.00 5.50			
Coef. (English) 2.38 2.54 2.69 2.68 2.67 2.67 2.65 2.66 2.66 2.68			
2.72 2.73 2.76 2.79 2.88 3.07 3.32			

Discarded OutFlow Max=0.07 cfs @ 60.02 hrs HW=5.41' (Free Discharge)

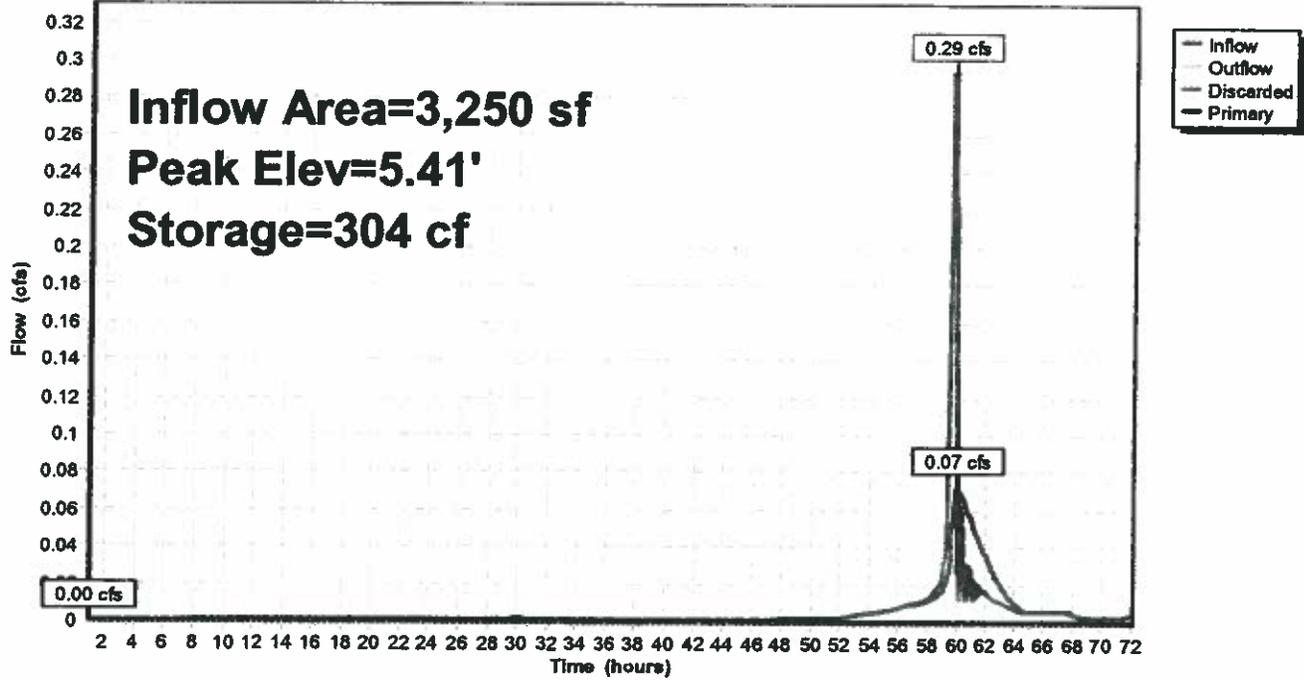
↳1=Exfiltration (Exfiltration Controls 0.07 cfs)

Primary OutFlow Max=0.00 cfs @ 1.00 hrs HW=4.12' (Free Discharge)

↳2=Broad-Crested Rectangular Weir ( Controls 0.00 cfs)

### Pond 5P: West Swale

#### Hydrograph



**Hanger**

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SFWMD 72-hr Rainfall=10.80"

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**Summary for Pond 6P: Northwest Swale**

Inflow Area = 2,575 sf, 77.67% Impervious, Inflow Depth > 8.77"  
 Inflow = 0.37 cfs @ 59.78 hrs, Volume= 1,881 cf  
 Outflow = 0.28 cfs @ 59.71 hrs, Volume= 1,881 cf, Atten= 23%, Lag= 0.0 min  
 Discarded = 0.05 cfs @ 60.07 hrs, Volume= 855 cf  
 Primary = 0.26 cfs @ 59.70 hrs, Volume= 1,026 cf

Routing by Dyn-Stor-Ind method, Time Span= 1.00-72.00 hrs, dt= 0.05 hrs  
 Peak Elev= 5.41' @ 60.07 hrs Surf.Area= 383 sf Storage= 123 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)  
 Center-of-Mass det. time= 4.4 min ( 3,157.9 - 3,153.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	4.75'	161 cf	67.50'L x 0.75'H Prismatic Z=4.0

Device	Routing	Invert	Outlet Devices
#1	Discarded	4.75'	6.000 in/hr Exfiltration over Wetted area
#2	Primary	4.75'	Custom Weir/Orifice, C= 2.62 Head (feet) 0.00 0.75 Width (feet) 0.00 6.00

Discarded OutFlow Max=0.05 cfs @ 60.07 hrs HW=5.41' (Free Discharge)  
 ↑1=Exfiltration (Exfiltration Controls 0.05 cfs)

Primary OutFlow Max=0.00 cfs @ 59.70 hrs HW=5.00' TW=5.06' (Dynamic Tailwater)  
 ↑2=Custom Weir/Orifice ( Controls 0.00 cfs)

**Hanger**

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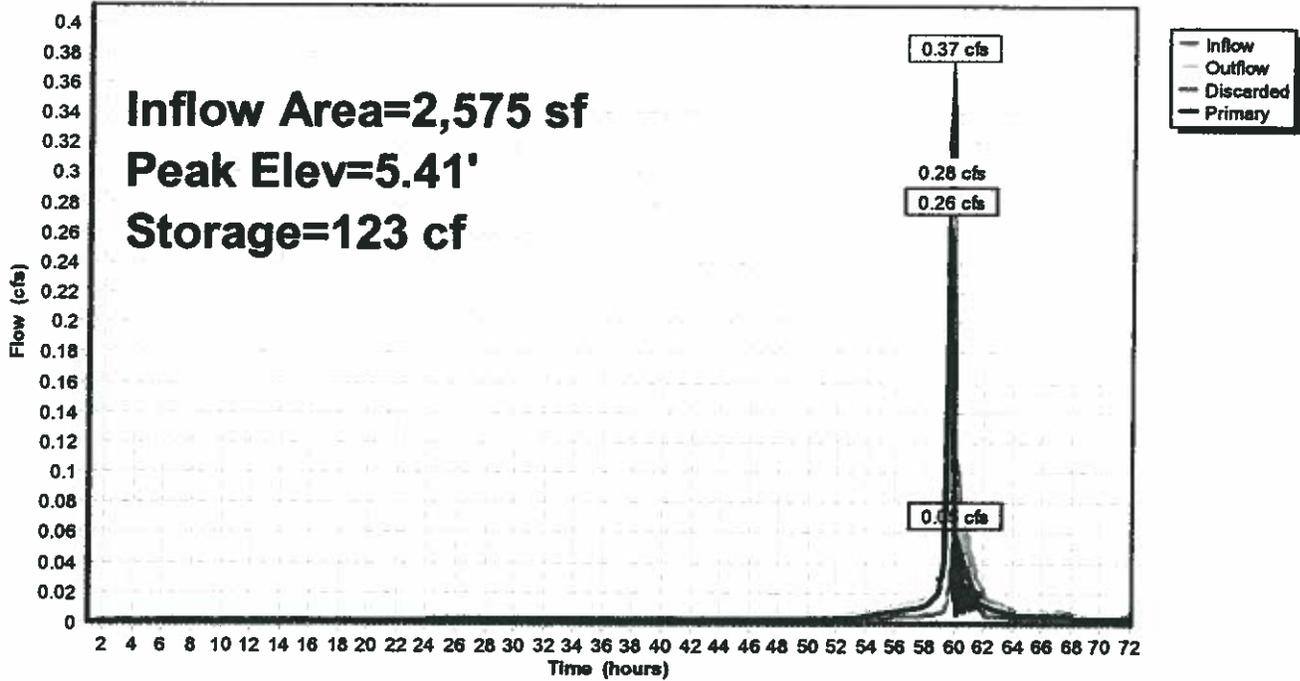
SFWMD 72-hr Rainfall=10.80"

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**Pond 6P: Northwest Swale**

**Hydrograph**



**Hanger**

SFWMD 72-hr Rainfall=10.80"

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**Summary for Pond 9P: East Swale**

Inflow Area = 3,250 sf, 61.54% Impervious, Inflow Depth > 4.31"  
 Inflow = 0.29 cfs @ 59.71 hrs, Volume= 1,168 cf  
 Outflow = 0.07 cfs @ 60.02 hrs, Volume= 1,167 cf, Atten= 75%, Lag= 18.3 min  
 Discarded = 0.07 cfs @ 60.02 hrs, Volume= 1,167 cf  
 Primary = 0.00 cfs @ 1.00 hrs, Volume= 0 cf

Routing by Dyn-Stor-Ind method, Time Span= 1.00-72.00 hrs, dt= 0.05 hrs  
 Peak Elev= 5.41' @ 60.02 hrs Surf.Area= 508 sf Storage= 304 cf

Plug-Flow detention time= 31.1 min calculated for 1,167 cf (100% of inflow)  
 Center-of-Mass det. time= 30.4 min ( 3,419.0 - 3,388.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	4.12'	348 cf	39.00'L x 1.37'H Prismatic Z=4.0

Device	Routing	Invert	Outlet Devices
#1	Discarded	4.12'	6.000 in/hr Exfiltration over Wetted area
#2	Primary	5.45'	0.5' long x 4.0' breadth Broad-Crested Rectangular Weir
Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00			
2.50 3.00 3.50 4.00 4.50 5.00 5.50			
Coef. (English) 2.38 2.54 2.69 2.68 2.67 2.67 2.65 2.66 2.66 2.68			
2.72 2.73 2.76 2.79 2.88 3.07 3.32			

Discarded OutFlow Max=0.07 cfs @ 60.02 hrs HW=5.41' (Free Discharge)  
 ↑1=Exfiltration (Exfiltration Controls 0.07 cfs)

Primary OutFlow Max=0.00 cfs @ 1.00 hrs HW=4.12' (Free Discharge)  
 ↑2=Broad-Crested Rectangular Weir ( Controls 0.00 cfs)

**Hanger**

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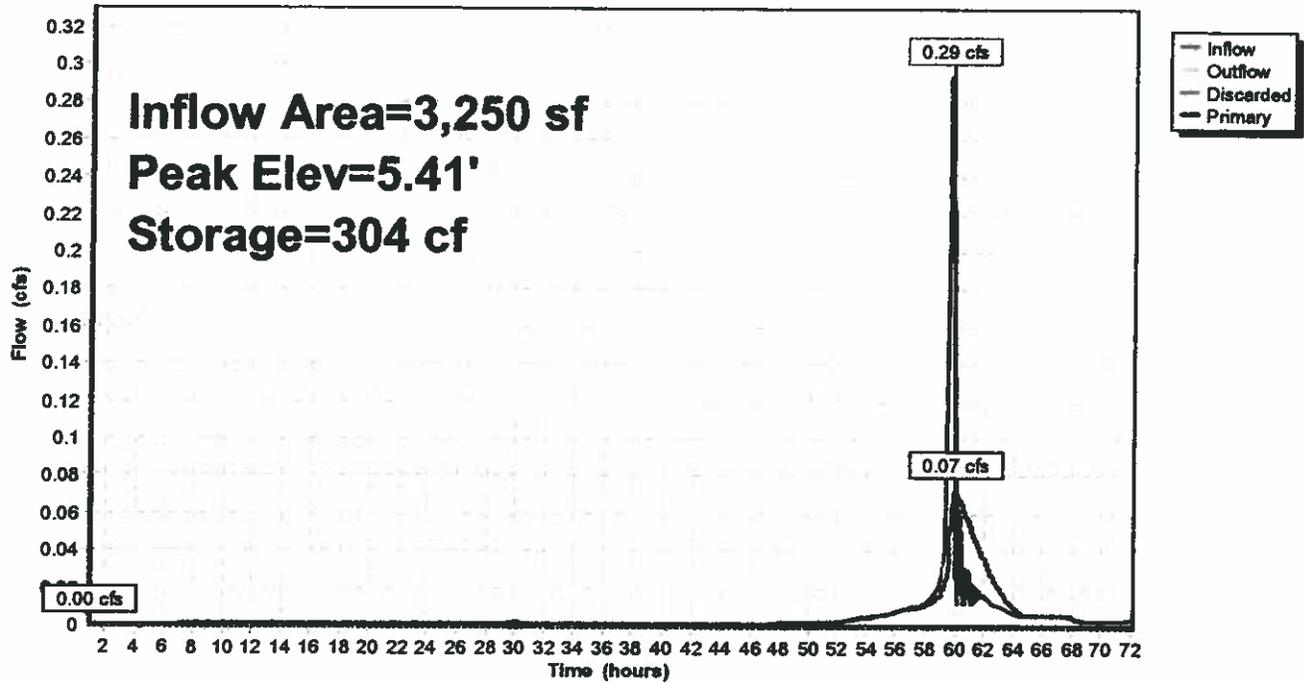
SFWMD 72-hr Rainfall=10.80"

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**Pond 9P: East Swale**

**Hydrograph**



**Hanger**

SFWMD 72-hr Rainfall=10.80"

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**Summary for Pond 10P: Northeast Swale**

Inflow Area = 2,575 sf, 77.67% Impervious, Inflow Depth > 8.77"  
 Inflow = 0.37 cfs @ 59.78 hrs, Volume= 1,881 cf  
 Outflow = 0.28 cfs @ 59.71 hrs, Volume= 1,881 cf, Atten= 23%, Lag= 0.0 min  
 Discarded = 0.05 cfs @ 60.07 hrs, Volume= 855 cf  
 Primary = 0.26 cfs @ 59.70 hrs, Volume= 1,026 cf

Routing by Dyn-Stor-Ind method, Time Span= 1.00-72.00 hrs, dt= 0.05 hrs  
 Peak Elev= 5.41' @ 60.07 hrs Surf.Area= 383 sf Storage= 123 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)  
 Center-of-Mass det. time= 4.4 min ( 3,157.9 - 3,153.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	4.75'	161 cf	67.50'L x 0.75'H Prismatoid Z=4.0

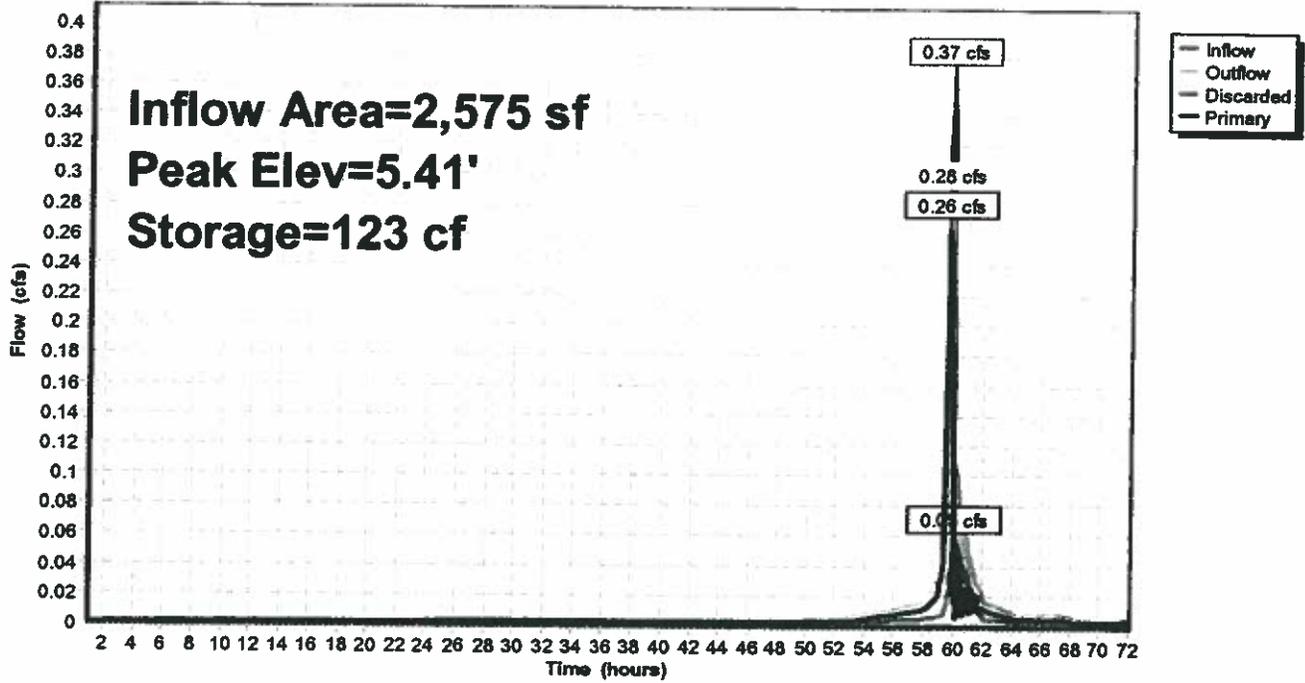
Device	Routing	Invert	Outlet Devices
#1	Discarded	4.75'	6.000 in/hr Exfiltration over Wetted area
#2	Primary	4.75'	Custom Weir/Orifice, C= 2.62 Head (feet) 0.00 0.75 Width (feet) 0.00 6.00

Discarded OutFlow Max=0.05 cfs @ 60.07 hrs HW=5.41' (Free Discharge)  
 ↑1=Exfiltration (Exfiltration Controls 0.05 cfs)

Primary OutFlow Max=0.00 cfs @ 59.70 hrs HW=5.00' TW=5.06' (Dynamic Tailwater)  
 ↑2=Custom Weir/Orifice ( Controls 0.00 cfs)

### Pond 10P: Northeast Swale

#### Hydrograph



# County of Monroe

## Growth Management Division

**Planning Department**  
2798 Overseas Highway  
Suite #410  
Marathon, FL 33050  
Voice: (305) 289-2500  
FAX: (305) 289-2536



**Board of County Commissioners**  
Mayor Charles "Sonny" McCoy, Dist. 3  
Mayor Pro Tem Mario Di Gennaro, Dist. 4  
George Neugent, Dist. 2  
Dixie M. Spehar, Dist. 1  
Sylvia J. Murphy, Dist. 5

*We strive to be caring, professional and fair*

April 30, 2008

James "Reggie" Paros  
Florida Keys Marathon Airport Manager  
9400 Overseas Highway, Suite 200  
Marathon, FL 33050

RE: Biological Assessment, Proposed Hangar Site, Marathon Airport

Dear Mr. Paros;

As you may recall, on March 27, 2008, a meeting took place on the northeast portion of the Marathon Airport, attended by you, Airports Director Peter Horton, Mr. Dick Ramsay, Mr. Dan Zeig, County Biologist Janis Vaseris, and me, with the purpose of determining the suitability of a specific site for the location of a proposed hangar. During this inspection, it was apparent that the subject area had previously been a disturbed area, as evidenced by the absence of mature vegetation, and the presence of invasive exotic vegetation, disturbed soils, fill piles, and debris. (A later review of historical aerials also revealed that the area had formerly been used for parking/storage of equipment and vehicles.) The sparse vegetation that had re-grown in this area adjacent to the hammock had been smothered and killed by invasive vines, but appeared to have consisted primarily of invasive exotic lead trees and Brazilian pepper. My concern at that time was whether a large enough disturbed area existed to accommodate the hanger, in light of Year 2010 Comprehensive Plan policies restricting airport development in environmentally sensitive areas (Policy 501.2.3) and mandating maintenance of the existing hammock along Aviation Boulevard (Policy 501.3.1).

It was agreed at that time that a prudent course of action would be to proceed with removal of the invasive exotic and dead vegetation to allow a better assessment of the area. Subsequently, on April 7, 2008, Monroe County issued permit no. 08-2-1288 for the removal of the invasive exotic vegetation occurring in the vicinity. That work was completed by Gonzalez Landscaping per the conditions of the permit, which required that all live, native vegetation remain undisturbed.

On April 11, 2008, County Biologist Janis Vaseris and I conducted a post-clearing inspection of the site, accompanied by Mr. Dick Ramsay, who had delineated the footprint of the proposed hangar for our benefit. At that time, it was noted that the remaining native vegetation was very sparse, consisting of approximately a dozen scattered native specimens, ranging from one to six feet in height, none of which would require mitigation should the site be approved for development. The edge of the existing hammock area to the north was clearly evident due to the now visible disturbed area boundary and the size, variety, and density of the adjacent hammock vegetation.

Mr. Ramsay had previously placed markers indicating the location of the northernmost wall of the proposed hangar. We noted that the disturbed area was large enough to site the hangar, with several additional feet available to accommodate an adequate construction zone during erection of the structure without impacting the hammock area. Photographs were taken from several angles showing the remaining vegetation as well as the marked position of the rear of the hangar. These pictures were placed in the invasive removal permit file.

In conclusion, the final determination is that the proposed site is adequate to accommodate the proposed hangar without violating the provisions of the Comprehensive Plan or the Land Development Regulations. Please be advised, however, that the Principal Planner noted, as did Mr. Horton at the time of the on-site meeting, that an amendment to the airport's major conditional use permit would be required prior to application with the Building Department for actual construction permits. This process requires a hearing before the Planning Commission, as well as noticing of adjacent property owners. An application for 'Amendment to a Major Conditional Use' is available on-line at the Monroe County website ([www.monroecounty-fl.org](http://www.monroecounty-fl.org)). Please navigate to the 'Planning & Environmental Resources' option, then 'Applications/Forms'.

I trust that this information is of assistance to the deliberations regarding the proposed project. If I can be of further service, please feel free to contact me at [Gouldy-Ralph@monroecounty-fl.gov](mailto:Gouldy-Ralph@monroecounty-fl.gov) or by phone at (305) 289-2502.

Regards,



Ralph Gouldy  
Senior Administrator, Environmental Resources

cc: Peter Horton, Airports Director  
Townesley Schwab, Acting Director, Planning & Environmental Resources Department  
Janis Vaseris, Biologist, Environmental Resources  
Dick Ramsay



## CITY OF MARATHON, FLORIDA

---

9805 Overseas Highway, Marathon, Florida 33050  
Phone: (305) 743-0033 Fax: (305) 743-3667  
[www.ci.marathon.fl.us](http://www.ci.marathon.fl.us)

26 February 2009

Mr. Richard Ramsay  
The Island Flying Club Inc.  
1000 122<sup>nd</sup> Street, Ocean  
Marathon, Florida 33050

Dear Mr. Ramsay:

Thank you for coordinating with the City of Marathon, Planning Department concerning the pending development of one hanger to serve two personal fixed wing aircraft (4 seats each) at the marathon airport facility.

As proposed, we understand that the hanger will be located at the northeast corner of the airport property. Access to the site will be via Aviation Boulevard at the northeast airfield gate located near the animal rescue facility on the same street. We understand that typical use of the new hanger will be on a weekly or greater basis and involve the access and parking of no more than four vehicles at any one time.

Your letter of coordination with the City is appreciated. As we understand that access will be to and from Aviation Boulevard, the City Planning staff sees no significant impact to traffic on that City street. Similarly, the potential impact of traffic entering and leaving the facility to neighboring arterials such as U.S. 1 will be diminimus.

If we may be of further assistance to you, please do not hesitate to contact me.

Sincerely,

George Garrett, Planning Director  
City of Marathon, Florida  
305 289 4111  
[garrettg@ci.marathon.fl.us](mailto:garrettg@ci.marathon.fl.us)



# **CITY OF MARATHON FIRE RESCUE**

8900 Overseas Highway, Marathon, FL 33050

**"Dedicated to Community Fire Protection"**

Emergency 911 Office 305-743-5266 Fax 305-289-9834

Dick Ramsey  
1122 St. Ocean  
Marathon, FL 33050

Re: Proposed New Aircraft Hanger

Dear Mr. Ramsey,

Pursuant to the requirements of the City of Marathon Planning Department Permit Application, this shall serve as the letter of coordination between Marathon Fire Rescue and the agent and/or property owner for the aircraft hanger project to be located in Marathon.

- The Department of Fire Rescue enforces the Florida Fire Protection Code, NFPA 409 Standard on Aircraft Hangers and related NFPA standards as applicable.
- Emergency vehicle access – 20 foot minimum for two-way traffic.

It is understood that after conceptual approval of the project has been granted, preliminary fire protection plans shall be submitted to the Fire Chief's Office prior to the issuance of a building permit.

If you should have any questions please call me. Thank you!

**MARATHON FIRE RESCUE**

William A. Wagner, III, CEM  
Fire Chief

CC: George Garrett, Director of Planning  
File



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Environmental Resource Regulation Department

February 23, 2009

Mr. Richard Ramsay  
1000 122<sup>nd</sup> Street Ocean  
Marathon, Florida 33051

**Subject: Island's Flying Club Hanger @ Marathon Airport**

Dear Mr. Ramsay:

Staff has reviewed the site plan for the subject development. The proposed work will require a modification to the Marathon Airport Surface Water Management Permit (#44-00187-S). Please submit signed and sealed plans and calculations which demonstrate that the required water quality treatment volume is being provided, along with a copy of your lease agreement and a check for the application review fee in the amount of \$100.00.

Should you have any questions, please call me at (561) 682-6873.

Sincerely,

A handwritten signature in blue ink that reads "Kevin G. Dickson".

Kevin G. Dickson, P.E.  
Lead Engineer  
Environmental Resource Permitting Division

c: R. Peekstok  
C. deRojas



**FLORIDA KEYS ELECTRIC COOPERATIVE  
ASSOCIATION, INC. – FKEC**

3421 OVERSEAS HIGHWAY P.O. BOX 500066, MARATHON, FL 33050-0066 PHONE (305) 743-5344 FAX (305) 743-9191

February 11, 2009

Islands Flying Club, Inc.  
Attn: Richard A. Ramsay, Sr.  
10621 Aviation Blvd.  
Marathon, FL 33050

**Re: Coordination Letter – Islands Flying Club, Inc., Marathon Airport Property  
2-bay Hanger Construction.**

Dear Mr. Ramsay:

The facilities and operations of Florida Keys Electric Cooperative Association, Inc. (FKEC) are designed to accommodate normal electrical load growth, providing sufficient energy is available from our mainland supplier. FKEC anticipates no significant problems in providing power for the proposed 2-bay hanger at 10621 Aviation Blvd., Marathon.

If three-phase service is required, this may result in extra costs to be borne by the developer. Easements may be required.

Provide three sets of plans including complete electrical load calculations for the proposed project. We can then execute a meter location.

FKEC policy dictates that the property owner for us to serve must obtain all necessary governmental permits.

Sincerely,

A handwritten signature in black ink, appearing to read "Suzanne Lovell".

Suzanne Lovell  
Staking Technician

sl

cc: Scott Newberry  
John A. Stuart  
Keith Kropf

County of Monroe  
Growth Management Division

**Office of the Director**  
2798 Overseas Highway  
Suite #400  
Marathon, FL 33050  
Voice: (305) 289-2517  
FAX: (305) 289-2854



**Board of County Commissioners**  
Mayor George Neugent, Dist. 2  
Mayor Pro Tem Sylvia J. Murphy, Dist. 5  
Kim Wigington, Dist. 1  
Heather Carruthers, Dist. 3  
Mario Di Gennaro, Dist. 4

*We strive to be caring, professional and fair*

**DATE:** March 5, 2009

**Via Courier**

**TO:** Storm Water Drainage Review, Kevin Wilson

**FROM:** Debby Tedesco, Planning Commission Coordinator

**RE:** **MTH Airport, New Hanger, Minor Conditional Use**

---

Enclosed are the conceptual drainage plans and supporting documents prepared by Winthrop S. Barnett Professional Engineer, dated 2/19/09 and sealed on 2.23.0 for the above mentioned project. Please address your comments to Steven Biel (2898-2506) Senior Planner, and CC me (289-2522 in MTH, or 453-8732 in KL on Fridays)

For your information this is scheduled to be heard at the upcoming DRC Meeting on 03.24.09.

Please do not hesitate to call me if you need additional information.

**HAVE A NICE DAY!**

5/7/09

To: Steven Biel  
From: Islands Flying Club, Inc.  
Dick Ramsay / Dan Zeig-



Page 1 of 2

Steve - please see page 2 of fax.  
Dan Zeig will send the original via mail.  
I believe you can see the signed seal  
in the upper right hand corner.  
The dimensions you requested are part  
of the drawing.  
As always - thank you for your help.

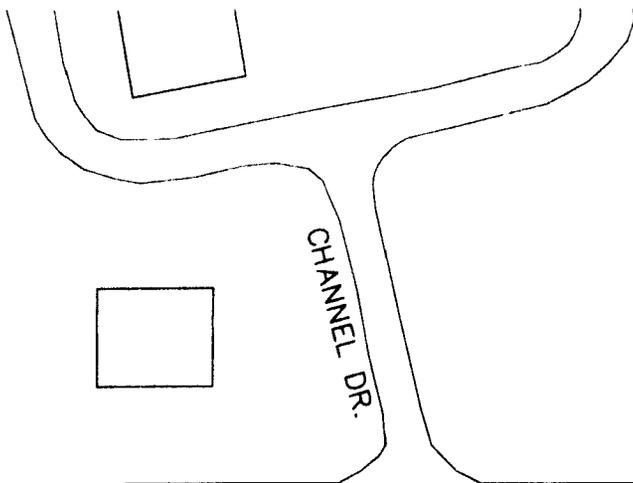
Dick Ramsay / Dan Zeig.

# PROPOSED HANGAR(S) LOCATION

## RUNWAY 25

### FLORIDA KEYS MARATHON AIRPORT

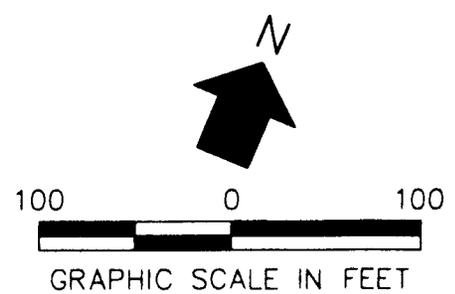
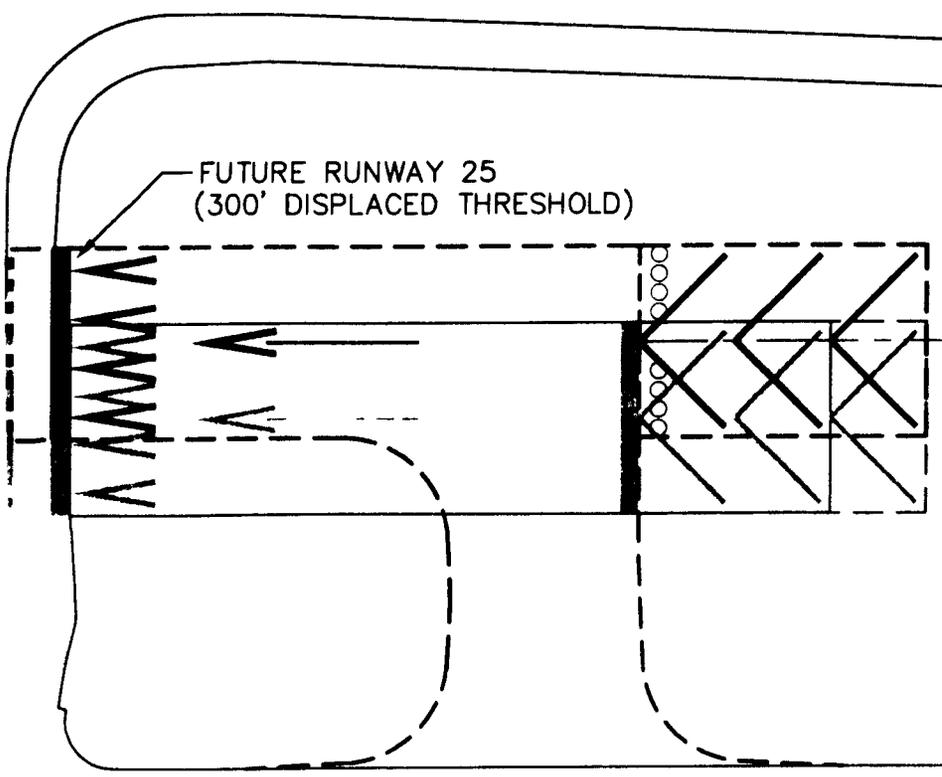
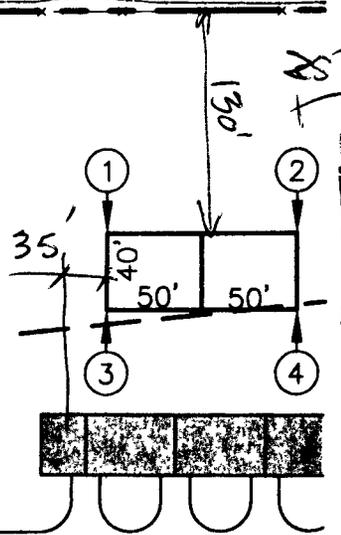
*Handwritten signature*  
#25576



AVIATION BLVD.

NO.	LATITUDE	LONGITUDE	EL. (MSL)
1	N 24°43'49.589"	W 081°02'34.756"	21
2	N 24°43'49.971"	W 081°02'33.755"	21
3	N 24°43'49.223"	W 081°02'34.588"	21
4	N 24°43'49.606"	W 081°02'33.588"	21

HANGAR DEVELOPMENT SITE ELEVATION = 5.0 MSL



**FIGURE 1**







# MEMORANDUM

## MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

*We strive to be caring, professional and fair*

To: The Development Review Committee & Townsley Schwab, Acting Sr. Director of Planning & Environmental Resources

From: Steven Biel, Senior Planner

Date: March 16, 2009 *AB*

Subject: *Request for a Minor Conditional Use Permit for an aircraft hangar, to be located on a leased portion of land at the Florida Keys Marathon Airport, Marathon, having Real Estate No. 00104500.000000.*

---

**Meeting: March 24, 2009**

---

1 I REQUEST:

2  
3 The applicant is requesting approval of a minor conditional use permit in order to construct one  
4 (1) aircraft hangar, approximately 4,000 ft<sup>2</sup> in area, on a leased portion of land at the Florida  
5 Keys Marathon Airport. The proposed hangar would be for the storage of two (2) aircraft and  
6 associated equipment.  
7



Subject Property (identified in yellow) (2006)

1  
2 Location:

3  
4 Address: 10600 Overseas Highway, Florida Keys Marathon Airport (the leased property  
5 is approximately 130 feet to the south of Aviation Boulevard and approximately 170 feet  
6 to the west of the Aviation Boulevard/Stirrup Key Road intersection)

7  
8 Legal Description: Section 6, Township 66, Range 33, N66306-31, Key Vaccas, Part Lot  
9 2, Monroe County, Florida

10  
11 Real Estate Number: Part 00104500.000000

12  
13 Applicant:

14  
15 Owner: Monroe County Flight

16  
17 Agent: R. Daniel Zieg

18  
19 II RELEVANT PRIOR COUNTY ACTIONS:

20  
21 Islands Flying Club, Inc. is the lessee of an approximate 5,400 ft<sup>2</sup> of undeveloped land at the  
22 Florida Keys Marathon Airport. The party entered into a contract lease agreement with the  
23 Board of County Commissioners on November 19, 2008 in order to construct a 4,000 ft<sup>2</sup>  
24 enclosed hanger for the storage of two (2) aircraft. The term of the lease is for 20 years with  
25 the lessee having the option to renew for one additional 10 year period.

26  
27 III BACKGROUND INFORMATION:

28  
29 A. Size of Site (Leased Area Only): 5,400 ft<sup>2</sup> (0.12 acres)

30 Total Size of Airport: RE 00104500.000000 (67.5 acres) & RE 00101160.000000  
31 (152.25 acres) = 219.75 acres total

32 B. Land Use District: Airport district (AD)

33 C. Future Land Use Map (FLUM) Designation: Airport (AD)

34 D. Tier Designation: Tier 3

35 E. Flood Zone: AE – EL 7

36 F. Existing Use: Airport

37 G. Existing Vegetation / Habitat of Site: Scarified.

38 H. Community Character of Immediate Vicinity: Mixed Use - airport, public, residential,  
39 commercial and industrial uses

40  
41 IV REVIEW OF APPLICATION:

42  
43 MCC §110-67 provides the standards which are applicable to all conditional uses. When  
44 considering applications for a conditional use permit, the Development Review Committee  
45 and Director of Planning shall consider the extent to which:

46  
47 A. *The conditional use is consistent with the purposes, goals, objectives and standards of the*  
48 *comprehensive plan and the land development regulations:*

1 The proposed development is consistent with the purposes, goals, objectives and  
2 standards of the AD future land use category and the AD District.

3  
4 Policies from the Monroe County Year 2010 Comprehensive Plan that directly pertain to  
5 the proposed development include:  
6

7 1. Policy 101.4.16: The principal purpose of the AD land use category is to prohibit the  
8 development of residential, educational or other uses which are characterized by the  
9 regular presence of large numbers of people within the hazard areas of civil and  
10 military airports.

11  
12 2. Policy 501.1.6: Monroe County shall provide space at public airports for a wide  
13 variety of aviation activities in order to provide a wide variety of services to the  
14 community.  
15

16 B. *The conditional use is consistent with the community character of the immediate vicinity:*  
17

18 The proposed hanger would be approximately 125 feet from the Stand Up for Animals  
19 facility and approximately 400 feet from the closest residence on the north side of  
20 Aviation Boulevard.  
21

22 The immediate vicinity consists of a mix of uses including residential to the north of  
23 Aviation Boulevard, public uses to the northeast of the proposed hanger and an open-  
24 sided hanger with nine bays approximately 60 feet directly to the south of the proposed  
25 hanger. The proposed hanger would be consistent with the surrounding community  
26 character.  
27

28 C. *The design of the proposed development minimizes adverse effects, including visual*  
29 *impacts, on adjacent properties:*  
30

31 The proposed hanger would be constructed between an existing open-sided hanger and  
32 the approximate 110-foot wide hammock stand that is along Aviation Boulevard. It is  
33 comparable in size to many other hangars at the airport and the applicant has expressed  
34 interest in using a neutral color scheme, to be agreed upon with the Planning &  
35 Environmental Resources Department staff, which ensures that the structure is not out of  
36 context with existing development at the airport. Therefore, the proposed project would  
37 not have an adverse effect on adjacent properties.  
38

39 D. *The proposed use will have an adverse impact on the value of surrounding properties:*  
40

41 It is not anticipated that the proposed project would have an adverse impact on the value  
42 of the surrounding properties.  
43

44 E. *The adequacy of public facilities and services:*  
45

46 1. Roads:

1  
2 *Localized Impacts & Access Management:* Access to the proposed hanger would be  
3 from an existing gated entrance on Aviation Boulevard (See section I-21, Access  
4 Standards).  
5

6 *Level of Service (LOS):* The level of service would not be affected by the proposed  
7 two-bay hanger. The applicant already stores the two (2) planes that would utilize the  
8 proposed hanger at the airport (See section I-22, Traffic Study).  
9

- 10 2. Stormwater: The applicant shall coordinate with the County Engineer, and, if  
11 necessary, the South Florida Water Management District (SFWMD) to determine  
12 compliance with all applicable regulations (See section I-9, Surface Water  
13 Management Criteria).  
14  
15 3. Sewer: The applicant shall coordinate with the Florida Department of Health and/or  
16 Florida Department of Environmental Protection to determine compliance with all  
17 applicable regulations (See section I-10, Wastewater Treatment Criteria).  
18  
19 4. Emergency Management: The applicant shall coordinate with the City of Marathon  
20 Fire Rescue to determine compliance with the Florida Fire Prevention Code, the  
21 Florida Building Code, the National Fire Protection Code (NFPA 1) and the Life  
22 Safety Code (NFPA 101). Islands Flying Club, Inc. sent a letter of coordination to  
23 the City of Marathon Fire Rescue for review. The City of Marathon Fire Rescue  
24 noted that after conceptual approval of the proposed hanger was granted, preliminary  
25 fire protection plans would have to be submitted to the Fire Chief's office prior to  
26 issuance of a building permit.  
27

28 F. *The applicant has the financial and technical capacity to complete the development as*  
29 *proposed:*  
30

31 Staff has no evidence to support or disprove the applicant's financial and technical  
32 capacity.  
33

34 G. *The development will adversely affect a known archaeological, historical or cultural*  
35 *resource:*  
36

37 The proposed development would not adversely affect a known archaeological, historical  
38 or cultural resource.  
39

40 H. *Public access to public beaches and other waterfront areas is preserved as part of the*  
41 *proposed development:*  
42

43 The subject property is land-locked. Therefore, the proposed development will not have  
44 an adverse impact on public access to a waterfront area.  
45

I. *The project complies with all additional standards imposed on it by the Land Development Regulations:*

1. Residential Rate of Growth Ordinance (ROGO) (§138-20): *In compliance.*

No residential use is proposed.

2. Non-Residential Rate of Growth Ordinance (NROGO) (§138-48): *In compliance.*

The proposed hanger would consist of approximately 4,000 ft<sup>2</sup> of non-residential floor area. Based on Article 1 of the contract lease agreement, Monroe County will obtain title of all fixed improvements constructed on the lease premises upon termination of the lease. Since the Florida Keys Marathon Airport is a public airport owned by the county, the proposed hanger shall be considered a public facility and is not subject the NROGO permit allocation system in accordance with MCC §138-50(3) and Policy 101.3.4 of the Monroe County Year 2010 Comprehensive Plan.

3. Purpose of the AD District (§130-27): *In compliance.*

The proposed development would be consistent with the purpose of the AD District. The purpose of the AD District is to prohibit the development of residential, educational, or other uses that are characterized by the regular presence of large numbers of people within the hazard areas of civil and military airports.

4. Permitted Uses (§130-75): *In Compliance if conditional use approval is granted.*

MCC §130-75(2) states that within the property boundaries of public airports, airport uses of less than 5,000 ft<sup>2</sup> of enclosed area shall require a minor conditional review.

5. Residential Density and Maximum Floor Area Ratio (§130-157, §130-162, & §130-164): *In compliance.*

Based on the Property Appraiser's records for the airport, there is 110,611 ft<sup>2</sup> of total floor area on the airport property. With the proposed hanger, the total floor area of the airport property would increase by 4,000 ft<sup>2</sup> to 114,611 ft<sup>2</sup>.

Pursuant to MCC §130-164, in the AD District, the maximum floor area ratio (FAR) for airport uses is 0.10 or ten percent:

Land Use	FAR	Size of Site	Max Allowed	Proposed	Dev. Potential Used
Airport Uses	0.10	9,572,310 ft <sup>2</sup>	957,231 ft <sup>2</sup>	114,611 ft <sup>2</sup>	11.97%

6. Required Open Space (§130-164 & §118-9): *In Compliance.*

1 In the AD District, there is a required open space ratio of 0.20. The airport area  
2 consists of 9,572,310 ft<sup>2</sup> of land area. Therefore, the amount of required open space  
3 is 1,914,462 ft<sup>2</sup>.

4  
5 No open space calculations were provided in the application for the entire airport  
6 property. Based on the minimal area of the proposed hangar and the large amount of  
7 existing open space, staff has found that the open space requirements for the site as a  
8 whole would remain in compliance.

9  
10 The location of the leased area is adjacent to a portion of hammock located along  
11 Aviation Boulevard. The leased area has been previously cleared of exotic species in  
12 consultation with the County Biologist. None of the hammock was disturbed, and in  
13 fact was enhanced by the removal of the exotic species.

14  
15 7. Minimum Yards (§130-186 & §118-12): *In compliance.*

16  
17 The required setbacks in the AD District are as follows: Front yard – 200 feet; Rear  
18 yard – 200 feet; and Side yard – 200 feet. The proposed hangar would be set back  
19 approximately 150 feet from the Aviation Boulevard right-of-way. All other setback  
20 requirements would be in compliance. Previous approvals for the airport have  
21 waived the 200-foot setback requirement along Aviation Boulevard.

22  
23 The proposed hangar would not be closer to the Aviation Boulevard right-of-way than  
24 other existing structures including the nearby Monroe County Public Works facility  
25 and the Stand Up for Animals facility.

26  
27 8. Maximum Height (§130-187): *In Compliance.*

28  
29 A formal elevation has not been submitted, however, a sketch of the proposed hangar  
30 showing height dimensions was included with drainage calculations showing the  
31 height of the proposed hangar to be 20 feet.

32  
33 9. Surface Water Management Criteria (§114-3): *Compliance to be determined by the*  
34 *South Florida Water Management District prior to issuance of a building permit.*

35  
36 The applicant shall coordinate with the South Florida Water Management District  
37 (SFWMD) to determine compliance with MCC §114-3. SFWMD has reviewed a site  
38 plan submitted by Islands Flying Club, Inc. and commented that a modification to the  
39 Marathon Airport Surface Water Management Permit (#44-00187-S) would be  
40 necessary. The club is in the process of making revisions in response to SFWMD  
41 comments.

42  
43 10. Wastewater Treatment Criteria (§114-5): *Not applicable.*

44  
45 There will be no restroom facilities; therefore, the proposed hangar would not be  
46 required to connect to sewer.

1  
2 11. Fencing (§114-20): *Not applicable.*

3  
4 No fencing proposed for the leased area is proposed at this time.

5  
6 12. Energy Conservation Standards (§114-45): *In compliance.*

7  
8 Islands Flying Club, Inc. has discussed the possibility of harvesting the rain water  
9 from the hanger roof for use in washing the aircraft that would utilize the hanger.  
10 Staff supports this initiative.

11  
12 13. Potable Water Conservation Standards (§114-46): *In compliance.*

13  
14 There is no proposed service for water or sewer service.

15  
16 14. Required Parking (§114-67): *In compliance.*

17  
18 The proposed hanger would be subject to the following off-street parking  
19 requirements:

20

Specific Use	Multiplier	Proposed	Required Spaces
Hangers	1 space / hanger*	1 hanger w/ 2 bays	2

21 \* As a note, the land development code does not provide a parking standard for this type of use. The  
22 parking requirement the hanger is based on boat storage parking requirement which is one space per  
23 four slips (i.e. hangers and tie-downs)

24  
25 As part of the lease agreement, the club as agreed to park any vehicles associated with  
26 the proposed hanger inside the hanger. The two (2) aircraft that would be parked in  
27 the hanger have the capability to seat four (4) persons per plane. Therefore, there is  
28 the potential for eight (8) vehicles being parked in the hanger at any given time.

29  
30 *Handicap Parking:* The Islands Flying Club is a private club and not a commercial  
31 business. Therefore, a reserved handicap-accessible parking space is not required.  
32 However, the parking area within the hangar would be large enough to accommodate  
33 a handicap-accessible vehicle and the ground would be surfaced with concrete or  
34 asphalt; surfaces that would meet the requirements for a handicap-accessible parking  
35 space.

36  
37 *Bicycle/Scooter Parking:* There would be no provisions for bicycle or scooter  
38 parking. However, bicycles and scooters could be stored within the proposed hangar.

39  
40 15. Required Loading and Unloading Spaces (§114-69): *Not applicable.*

41  
42 16. Required Landscaping (§114-99, §114-100, §114-101 & §114-102): *Not applicable.*

43  
44 17. Required Buffer-yards (§114-126, 114-127 & §114-128): *In compliance.*

1  
2 The County Biologist has determined the existing approximate 110-foot hammock  
3 vegetation along Aviation Boulevard satisfies the requirement for a Class E district  
4 buffer-yard.  
5

6 18. Shoreline Setbacks (§118-12): *Not applicable.*  
7

8 19. Outdoor Lighting (§114-159, §114-160, §114-161 & 114-162): *Compliance to be*  
9 *determined upon submittal to Building Department.*  
10

11 20. Signs (§142-4 & §142-5): *Not applicable.*  
12

13 No signage is proposed as part of the conditional use permit application.  
14

15 21. Access Standards (§114-195 & §114-196): *In compliance.*  
16

17 Access would be from an existing gated entrance on Aviation Boulevard.  
18

19 22. Traffic Study (§114-200): *In compliance.*  
20

21 A traffic study is not required for this proposal as there would be no new traffic trips  
22 generated from the proposed hanger as the two (2) aircraft that would utilize the  
23 hanger are already parking at the airport.  
24

25 23. Clear Sight Triangle (§114-201): *In compliance.*  
26

27 24. Floodplain Management (§122-2): *Compliance to be determined upon submittal to*  
28 *Building Department.*  
29

30 The site is designated within AE – EL 7 flood zone on the Federal Emergency  
31 Management Agency (FEMA)'s flood insurance rate maps. All new structures must  
32 be built to floodplain management standards that meet or exceed those for flood  
33 protection.  
34

35 26. Chapter 533, Florida Statutes: *Compliance to be determined upon submittal to the*  
36 *Building Department.*  
37

38 V RECOMMENDATION:  
39

40 Staff recommends APPROVAL of the minor conditional use permit to the Director of  
41 Planning and Environmental Resources with the following conditions:  
42

- 43 A. Based on Article 1 of the contract lease agreement, Monroe County will obtain title of  
44 all improvements made by the lessees to the premises upon termination of the lease.  
45 Therefore, the floor area is not subject to the Non-Residential Rate of Growth  
46 Ordinance (NROGO) permit allocation system. It may not be converted into a non-

1 public use or transferred off-site without permit approvals and a NROGO application  
2 for and receipt of a non-residential floor area allocation.  
3

4 B. Prior to the issuance of a Development Order, a site plan shall be submitted showing  
5 the boundaries of the leased area and confirming the hangar's setback from Aviation  
6 Boulevard.  
7

8 C. Prior to the issuance of a building permit, the proposed hangar shall be found in  
9 compliance by the Monroe County Building Department and the Monroe County  
10 Floodplain Administrator.  
11

12 D. Prior to the issuance of a building permit, Islands Flying Club, Inc. shall receive all  
13 necessary approvals from the South Florida Water Management District.  
14

15 E. Prior to issuance of a building permit, the development shall be found in compliance  
16 by the Building Department and the City of Marathon Fire Rescue.  
17

18 In addition, if found necessary, staff reserves the right to request additional conditions at the  
19 meeting of the Development Review Committee.  
20

21 VI PLANS REVIEWED:  
22

23 A. Drainage Calculations prepared by W. Barnett Ent., Inc., dated February 23, 2009

24 B. Lease Agreement between Florida Keys Marathon Airport and Islands Flying Club, Inc.,  
25 dated June 8, 2008