



City Council Chamber
735 Eighth Street South
Naples, Florida 34102

City Council Workshop Meeting – June 5, 2006 – 8:30 a.m.

Mayor Barnett called the meeting to order and presided.

ROLL CALLITEM 1

Present:

Bill Barnett, Mayor
Johnny Nocera, Vice Mayor (arrived 8:34 a.m.)

Council Members:

William MacIlvaine
Gary Price, II
John Sorey, III
Penny Taylor
William Willkomm, III

Also Present:

Robert Lee, City Manager
Robert Pritt, City Attorney
Vicki Smith, Technical Writing Specialist
Tara Norman, City Clerk
Jessica Rosenberg, Deputy City Clerk
Victor Morales, Assistant to the City Manager
Stephen Weeks, Technology Services Director
Joe Boscaglia, Parks and Parkways Superintendent
Michael Bauer, Natural Resources Manager
David Lykins, Community Services Director
Ron Wallace, Construction Management Director
Cheryl Boutot, Network Specialist
Jeffrey Cochran, Senior Network Specialist
Ann Marie Ricardi, Finance Director

Dorothy Hirsch
Henry Kennedy
Sue Smith
Scott Cameron

Media:

Aisling Swift, Naples Daily News

Other interested citizens and visitors.

SET AGENDA.....ITEM 2

MOTION by Price to SET AGENDA AS PRESENTED; seconded by Taylor and unanimously carried, all members present and voting (MacIlvaine-yes, Nocera-yes, Price-yes, Sorey-yes, Taylor-yes, Willkomm-yes, Barnett-yes).

PUBLIC COMMENT.....ITEM 3

Dorothy Hirsch, 626 Regatta Road, expressed what she characterized as her ongoing concern with a lack of enforcement of the construction site codes and the inspection process for certificates of occupancy. Mayor Barnett however said that Council had addressed these issues and that the staff had been attempting to resolve these problems. Council Member Price requested an update from City Manager Robert Lee regarding both policy changes and accomplishments in this regard to date. Mr. Price asked that this be presented at the June 7

regular City Council meeting. He also asked for information regarding follow-up on the program to use stickers to identify an inspected site (securing/emptying of construction trash containers, etc) during hurricane preparations. Council Member Taylor reiterated her prior mention of trained neighborhood groups being organized to report code violations, saying that builders would be aware of these individuals' presence. Council Member Willkomm recommended posting on the City's website and cable television channel the suggestions he had made at the May 3 Council meeting regarding construction site code enforcement. He expressed appreciation to Mrs. Hirsch for reminding Council of the need to remain apprised on important issues, and noted that the aforementioned public information had not been provided. City Manager Lee stated that the newly created Construction Management Inspector position would address matters involving construction site maintenance in a timely manner and advised Council Member Willkomm that the public information would be made available; he also said that he would make a formal presentation at the June 7, regular City Council meeting. After further discussion Council concurred with Miss Taylor's suggestion regarding training citizens to assist, but recommended utilizing a three-tiered enforcement system before taking further action. (It is noted for the record that this three-tiered system was discussed at the March 1, 2006 regular meeting of City Council.) **Henry Kennedy, Pelican Avenue**, presented Council with a map of what he described as the original conceptual plan for the Gordon River Water Quality Park which was intended to purify the water before it entered Naples Bay. He pointed out however that when compared to the plan Council was to review that Wednesday, changes had occurred: the building had been enlarged and the parking area had tripled in size, necessitating an intersection and traffic signal at the entrance to the park on Golden Gate Parkway. He said he was gravely concerned that the plan to be considered by Council contained, in particular, a traffic signal that had been rejected by the County. While stating that he favors the project, Mr. Kennedy urged Council to also deny the plan as currently proposed. Furthermore, Mr. Kennedy also asserted that he had overheard a conversation of Norm Feder and an associate in regard to the light; that there was a development to be installed immediately across the street from the water park necessitating the full traffic intersection and light. Mayor Barnett requested that City Manager Lee have additional information regarding Mr. Kennedy's assertions for Council at that week's regular meeting. **Sue Smith, 11th Avenue South**, expressed displeasure with various recent zoning amendments, explaining that she feels the more changes and additions that are made, the less potent the Code of Ordinances will become. Mrs. Smith also addressed what she described as a lack of response from staff to questions and information requests from the public, pointing out that not all residents have access to the Internet. She then requested a list of all external studies done in the past three years and their cost. She concluded by thanking Vice Mayor Nocera for his involvement with the youth in the community. Council Member Taylor explained that members of the public may pose a question or make a request during comment at a Council meeting, but unless Council directs staff to respond, there is no action taken. Miss Taylor however asked that supplemental Council packet information be made available to the public in the Council office area on the second floor of City Hall. Council then asked Mrs. Smith to provide the Mayor with a copy of her requests or comments to staff so as to ensure follow-up.

NAPLES HISTORIAN DISCUSSIONITEM 4

Proposed historian Doris Reynolds said that she had not sought this position; however, Council Members expressed their appreciation for her acceptance. Mrs. Reynolds said that she intends to continue her efforts toward the preservation of the character of the community. She mentioned

research that had found approximately 300 homes remaining that had been built prior to 1935 and urged preservation efforts. Newcomers, she said, have a sincere interest in the community's past.

HURRICANE WILMA TREE REPLACEMENT PROGRAM.....ITEM 5

City Manager Robert Lee expressed appreciation to the neighborhood associations for their cooperation with the post-hurricane tree replacement program. Community Services Director Dave Lykins gave an electronic presentation, a printed copy of which is contained in the file for this meeting in the City Clerk's Office. He said that the hazard assessment and bus tours for neighborhood association members were complete and the tree inventory would be completed by June 9. However, he said, the inventory had been delayed due to some 5,120 trees planted by private homeowners in the right-of-way which have then become the responsibility of the City. Mr. Lykins provided Council with a list of the 127 trees recommended for removal. (It is noted for the record that a copy of this material is contained in the file for this meeting in the City Clerk's Office.) He continued with his presentation which included the following:

- Tree Evaluation Summary, including evaluation for safety, pruning, cabling, bracing or removal and replacement.
- Pruning Considerations, including 600 banyans in need of annual pruning to a one-third canopy reduction, although this will not preclude future storm damage or failure. Hardwood trees (mahogany, black olive, jacaranda, royal poinciana, East Palatka holly, lauren oak and live oak) will remain on the current three-year trimming cycle which includes a 25% canopy reduction.
- Restoration Cost Impacts, the initial costs of which require bids as follows: pollarding (pruning) 600 banyans, \$540,000; cabling and bracing 50 trees, \$35,000; and removal of 127 trees, \$88,900.
- Tree Replacement Impacts: 90 banyan trees replaced with live oak, \$360,000; 200 mahogany trees replaced with mahogany, \$640,000; 120 to 150 black olive trees replaced with black olive, \$300,000; 1,000 palm trees replaced with palm, \$525,000; and additional species requiring replacement include approximately 150 to 250 trees, \$137,000. It was noted that based on impacting from two hurricanes (2004 and 2005), availability of numerous tree species, including desired replacement size, may further impact the budgeted amounts as well as installation timing and final recovery completion efforts. Planting site considerations include sidewalk and driveway locations, underground and overhead utilities, resident plantings, soil conditions, and watering or irrigation availability.
- Tree Recovery Cost Impact Summary which includes pruning, cabling and bracing, removal, hardwood replacement, ornamental replacement and palm replacement, for a total of \$2,626,400.
- Funding options which are millage rate adjustment, general obligation bond or bank loan, voter referendum and grants.
- Tree Replacement Timeline giving the estimate of the earliest planting of trees to occur during late September, 2006.
- Recommendations are as follows: complete Davey Resources tree inventory; prepare bid document as mentioned above; continue canopy reduction pruning of banyan trees during summer of 2006; pursue City Council direction for funding in the amount of \$2,500,000; prepare bid specifications for tree replacements; and prepare update for public information for inclusion on Government Channel 12 with estimated planting timeline.

Council Member MacIlvaine predicted that the estimated \$2.6 million to complete the tree replacement/recovery project necessitated by Hurricane Wilma would absorb the entire revenue growth derived from higher assessments. He also questioned what type of security would be necessary to acquire lower interest rates with either a bond issue or a bank loan.

Council Member Sorey commended staff for the report and asked whether the public should be encouraged to replant trees and if so, whether staff should be contacted for recommendations. Parks and Parkways Superintendent Joe Boscaglia said that the final report from Davey Resources would identify what species were planted, but that he would not encourage residents to plant trees in the City right-of-way, pointing out that a permit is required to do so. He further explained that the goal of the aforementioned effort had been streetscape consistency and that a determination must be made as to which trees to replace and with what species. Mr. Sorey questioned the expenditure on banyan tree pollarding, stating that there was no assurance that this method was more effective than simple pruning in the survival of trees during future storm events to any greater extent than the present pruning program. He also expressed concern regarding the additional cost of the annual rather than three-year cutting, if there were no assurance of greater banyan endurance. Mr. Boscaglia responded to the effect that preliminary results of current studies indicate that pollarding in fact minimizes the damage and loss. One long-term alternative, he said, would be replacement with native live oaks, at the rate of approximately 20 per year until the effort was complete.

Mr. Sorey however maintained his stance that the additional cost could not be justified without some type of guarantee and suggested continuing with the present program, which he described as having been sufficient in the past with most trees surviving. In response to questioning by Mr. Sorey, Mr. Boscaglia said that he would in fact, not expend funds for the pollarding, but would recommend replacement of banyans with live oaks over the course of the next several years. Mr. Sorey continued that he would also recommended advising all affected homeowners by letter of the scheduled removal of trees by the City. In further response to Council Member Sorey, Mr. Boscaglia reported that all contractors in Collier County had been notified as to the City's tree trimming requirements so as to avoid any further damage to existing trees from improper trimming; also the City tree ordinance had been posted on the website and on the City's cable television channel to further inform the public.

Mr. Sorey concluded by asserting that the financial reality is that the aforementioned expenditures would require a millage rate increase and suggested that the replacement program be extended up to four years in light of the fact that certain species and sizes of trees continue to be unavailable. Mr. Boscaglia agreed, stating that by extending the timeframe nurseries could more readily produce the size and type of trees needed to meet the City's criteria.

Council Member Taylor however reminded Council that Naples is a Tree City USA and that the citizenry wants its trees maintained. Council Member MacIlvaine agreed with Miss Taylor but also stressed the significance of a \$540,000 expenditure; he also said he is on record as not being in favor of a millage rate increase. Council Member Willkomm stated that the tree canopy in Naples is one of its most striking features and that every effort should be made to maintain it, adding that a one to two year timeframe would be appropriate in his view. Mr. Boscaglia further indicated that the live oaks are readily available and that it is the other species which are difficult

to obtain. At Mayor Barnett's request, Mr. Boscaglia said that he could provide Council with information on which species are currently available.

Miss Taylor observed that it appeared to her from the list provided that nearly every ~~banyan~~ mahogany on Gordon Drive had been identified for removal. She urged that homeowners in this area be notified, and Messrs. Lykins and Boscaglia assured her that they are in close contact with area residents regarding the removals. Mr. Boscaglia further explained that the moisture level of the soil is, in fact, a major contributing factor of the failure of the mahogany trees on lower Gordon Drive and that Hurricane Wilma exacerbated this condition. Miss Taylor asserted her belief that citizens would want the City to take whatever actions necessary to save the banyan trees. Council Member Price agreed, adding that while pruning might not guarantee the banyans' survival, it could improve the chances of those which had survived Hurricane Wilma.

City Manager Lee asked that a consensus be reached regarding the pollarding referred to above. Finance Director Ann Marie Ricardi gave a brief review of funding options, recommending a bank loan and explaining that if a larger amount were needed a general obligation bond would be appropriate.

Public Comment: Henry Kennedy, Pelican Avenue, stated that banyan trees are characteristic to Florida and that trimming, but not removal, should be the course of action. Stressing the importance of landscaping as a component of development, Mr. Kennedy urged that the necessary expenditure be made to retain the City's trees. He also expressed the desire to plant in the right-of-way in front of his home because this area is not maintained by the City as it should be.

Council Member Sorey concluded by recommending that existing banyan trees be maintained and replaced with other species only when they fail. The City should continue its past efforts in regard to trees, he said.

Mayor Barnett said that he had requested City Attorney Robert Pritt to give a brief update with regard to the Naples Airport Authority (NAA) during correspondence and communications; this, he said, would afford Council an opportunity to reach a decision regarding the June 12 Workshop Meeting, at which the NAA is to present its quarterly report.

BRIEFING BY CITY MANAGER.....ITEM 6

City Manager Lee referenced Public Works Director Dan Mercer's memo in the meeting packet regarding the repainting of various traffic signals, a task from which the City has been precluded due to litigating between the installing contractor and the Florida Department of Transportation (FDOT). Community Services Director Dave Lykins then reviewed the situation relative to US 41 medians northward from Fleischmann Boulevard. He cited recent storm events and drought conditions as major impacts to the deterioration of appearance and that renewal was to be a summer project. Contractors were at that time pressurizing irrigation lines which is necessary before planting can occur, he said. This process is expected to encompass approximately three months. He concluded with stressing that the intent is to follow the prior Naplescape median design as closely as possible. Council Member Sorey pointed out that the Central Avenue area is in need of vegetation removal due to lack of irrigation and asked what assurances were in place to prevent this situation from recurring. Parks and Parkways Superintendent Joe Boscaglia explained that several medians and cul-de-sacs throughout the City sustained hurricane damage

that may not be evident on the surface but which resulted in shifting of the underground portion of plants and trees. Mr. Sorey urged that these repairs not be delayed because absent the irrigation system, the additional cost of greenscape replacement had become necessary.

Construction Management Director Ron Wallace gave a brief presentation indicating that the medians on US 41 from Seventh Avenue North to Fleischmann Boulevard are a continuation of the gateway theme (seen on the eastern entrance to the City at the Gordon River Bridges), with lighting and landscaping just completed in the downtown area. He explained that the lighting and the irrigation system must first be installed and that this had been delayed because of the lack of an electrical design and necessary permitting. However, an interim plan is underway for temporary plantings until the lighting can be completed, he added.

REVIEW OF ITEMS ON THE 6/7/06 REGULAR MEETING AGENDAITEM 7

Council Member Taylor requested the actual start time of firework displays in 2005 Item 6-b(3) (New Year's Eve Fireworks 2006) and requested removal of Item 6-f (establishment of Sam Noe Award) from the consent agenda for separate discussion. Council Member Price questioned the increase in building size and the number of parking spaces with reference to Item 9 (Rezone and Comprehensive Plan amendment – Gordon River Water Quality Park). Council Member Taylor asked whether Council approval was necessary in conjunction with the use of aquifer storage and recovery (ASR); in addition, Council Member Sorey inquired as to the increased volume of stormwater that will be processed. With reference to Item 11 (Rezone Petition 06-R2, 300, 340 and 350 Fifth Avenue South), Mr. Price requested review of parking changes and whether such changes constitute another first reading. Council Member Sorey asked Council to consider continuing education and other compliance issues with regard to Item 15 (certification program for lawn and landscape maintenance professionals). City Manager Lee requested that the following items be added: Item 18 (interlocal agreement with other cities for an underground power study); Item 19 (consideration of establishing an in-house recycling program); Item 20 (construction site issues update); Item 21 (appointment of the City of Naples Historian); and Item 22 (discussion of Naples Airport Authority).

Recess: 10:44 a.m. to 10:59 a.m. It is noted for the record that all Council Members were present when the meeting reconvened.

CORRESPONDENCE/COMMUNICATIONS

City Attorney Robert Pritt reviewed his June 1, 2006, memorandum (Attachment 1) regarding the Naples Airport Authority (NAA) and the draft of a letter to the Federal Aviation Administration (FAA), proposed to be written jointly with NAA Attorney Joseph McMackin (Attachment 2). Nevertheless, he said he continued to respectfully disagree with Mr. McMackin and the NAA regarding the possible renegotiation of the City's lease with NAA for the airport property. Mr. Pritt further said that research had found neither statutes nor case law to clarify the statutory issues regarding revenue diversion, therefore it would be necessary to seek a determination from the FAA. He also related his recommendations contained in the above referenced memo.

Mayor Barnett said he believed that the agenda for the Council's upcoming joint meeting with the NAA (June 12) should be limited to the standard quarterly budgetary matters and the North Road area conceptual plan; otherwise, fact finding only regarding the issues should go forward at that juncture. Council Member Willkomm differed, however, expressing the opinion that discussion should as soon as possible move forward regarding all business with the NAA,

expressing uncertainty as to the continuation of the uniting of counsel for the two parties with regard to the above referenced letter to the FAA.

Mayor Barnett however maintained that factual information must be established before discussion can move forward. City Attorney Pritt recommended that further discussion on this matter be added to the agenda of the June 12 joint meeting with NAA and stressed that he was at that time merely attempting to update Council on the ongoing consultations with the NAA legal counsel. Mr. Willkomm expressed the desire to present to the NAA questions he would like answered, to which Mayor Barnett suggested that he commit them to writing so that they could be addressed at the joint meeting.

Council Member Price expressed concern that a mere search for information would in fact generate ill will in the community; he said that the aforementioned letter to the FAA should be dispatched and then all involved should await the answers. Council Member Taylor expressed her desire to send the letter to the FAA but to also enter into discussion with the NAA regarding the lease at the upcoming joint meeting. Council Member MacIlvaine then questioned the protocol involved in the proposed questioning of the FAA, and Mr. Pritt explained that he felt it important for both local entities to have input into the drafting of the letter and that, in fact, he is not assured that the City alone would receive a response from the FAA. Council Member Sorey urged Council to put this discussion on the Council agenda for June 7 so as to allow public participation and that he would make his comments publicly at that time. Mr. Pritt then requested direction to send a courtesy copy of the draft letter to the NAA attorney and asked that discussion of these matters be added as an agenda item to that week's regular meeting.

Public Comment: Henry Kennedy, Pelican Avenue, expressed confidence that an agreement could be reached regarding the NAA lease, although it should be determined whether renegotiation is possible. Nevertheless, he urged that all discussion be in the context of a public meeting where the topic is listed on an agenda, and not inserted in correspondence and communications; he also said that the NAA should have been represented. Mayor Barnett however said that the only way this item could have been broached to the Council and put on a subsequent agenda was to engage in dialog at a workshop. City Attorney Pritt suggested discussion only at that week's meeting be conducted regarding the joint meeting with NAA on June 12 since he is in communication with the NAA counsel. **Scott Cameron, 690 Banyan Circle**, presented a letter from various residents opposing any attempt to renegotiate the lease with the NAA, dated June 5, 2006 (Attachment 3). He said that the airport benefits the community and that he feels it wrong to pursue such a course. Council Member Taylor said that while she does not dispute the airport's contribution to the community, it is nevertheless necessary to gather information for the possible renegotiation of the lease which calls for one dollar per year for 637 acres of land within the City boundaries. **Sue Smith, 11th Avenue South**, said she had opposed the airport lease arrangement from its inception and expressed appreciation for the present examination.

Council Member Sorey noted correspondence from Doug Finlay regarding the City's acquisition of the linear strip of property at the end of Seagate Drive, asking if an appraisal is necessary and an estimated closing date. City Manager Robert Lee confirmed the need for an appraisal and said that June 14 was the projected date to bring the matter before Council. In response to Council Member Taylor, City Manager Lee also noted that the River Park Needs Assessment

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meeting would occur on June 12, at 6:00 p.m. in Council Chamber. Miss Taylor requested that Council consider purchasing open space for future affordable housing.

ADJOURN
11:53 a.m.

Bill Barnett, Mayor

Tara A. Norman, City Clerk

Minutes prepared by:

Vicki L. Smith, Technical Writing Specialist

Minutes Approved: 9/6/06



A LEGAL PROFESSIONAL ASSOCIATION

MEMORANDUM

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TO: Bill Barnett, Mayor & Naples City Council
FROM: Robert D. Pritt, City Attorney
James D. Fox, Attorney
DATE: June 1, 2006
RE: Naples Airport Authority – Renegotiation of Lease

On May 26, 2006 James Fox and I met with attorneys for the Naples Airport Authority (“NAA”), including Joseph McMackin, General Counsel, Lou Amato, Special Counsel, and Daniel S. Reimer, Special Counsel for FAA matters.

The attorneys for NAA provided a Briefing Book. The Briefing Book consists of seven tabs (copy of tab summary attached). In addition, they presented a three page summary of the reasons why they believe the FAA and the Secretary of Transportation would likely find that increased rent under the lease would constitute “revenue diversion”. A copy of that memo is attached. A copy of the entire Briefing Book is available for council’s perusal in the Sunshine Room.

Significantly, neither the NAA attorneys nor this office can point to any statute, any written FAA general policy or procedure, any controlling case law, or any written opinion at a high enough level to be binding, that has determined that the payment of a reasonable ground rent to the land owner constitutes revenue diversion. The attorneys appear to be in agreement that if the lease term had expired, or if this were a new lease, the City could lease the property to the NAA at fair market value.

The closest that we have come to finding any answers are contained in a letter dated March 4, 1994 from the manager of the FAA’s Orlando Airport’s District Office in response to a letter from the City Manager of Naples dated February 11, 1994 (see tab 7 attached). The specific questions were whether revenues produced by the airport may be directed to the City’s general fund to help operate general government. The kinds of revenues included the following: Fuel sales, fixed base operator charges, hangar fees, gate charges, parking rentals, non-airport activities produced on airport land and revenue created from any source at the airport not related directly to aviation activities. In each case, the answer was “no”. The FAA manager goes on to say “the requirement to expend all airport generated revenue on the airport is applicable in either case.”

Our understanding of the most recent council directive is to analyze and advise whether the revenue diversion prohibitions would preclude the City and the Authority from renegotiating the \$1 per year 99 year lease. We continue to be of the opinion that this should not and would not be precluded by the revenue diversion provisions of the statute as explained in our memo of May 11, 2006 and as further explained below.

MEMORANDUM

(PAGE 2 OF 3)

1. The payment of a reasonable rental under a lease agreement for the occupancy and use of the airport land itself as an operating cost of the airport (see 49 USC Section 47107(b)). If applicable, this would be an exception to the revenue diversion prohibitions. For example, it would seem that if the Airport is allowed to use revenues to pay for the construction of hangars, buildings and other airport facilities, and that this does not constitute revenue diversion, there is no rational reason why the cost of obtaining or using real property would not fall in to the same exception. This is different from the concept of using airport revenues to support other governmental purposes.
2. A more difficult issue is whether, given that the City and the Authority have previously entered into a long term lease for \$1 per year, this lease can be renegotiated to reflect a more reasonable lease rate. NAA's legal counsel has expressed doubts that the FAA would accept such an agreement. On the other hand, it would seem that if there is a lawful business purpose in doing so, the FAA should not have any objection. For example, the parties, in good faith, could negotiate a new lease or a lease amendment that would provide for a lease with an option to purchase or one of a half-dozen other arrangements so long as they would provide for real and substantial benefits to the NAA as well as the City.

While it may be too early in the lease period for the NAA to be thinking seriously about what happens to the land at the end of the lease, such considerations, at least from a business and valuation standpoint, are valid and lawful. Even long-term leases eventually do come to an end.

3. Concern was expressed at the attorneys' meeting about the NAA's risk of incurring severe penalties for revenue diversion if the parties were to enter into a renegotiated lease. In response, we would suggest that the first step be that the City and the Authority determine whether they would be interested in renegotiating the lease, assuming that the FAA and/or the Office of the Inspector General of the Secretary of Transportation would not object or would be unlikely to find that there is revenue diversion.

If so, it is recommended that the City and the Authority jointly make a formal request to the FAA (at the General Counsel level) for advice as to whether such an arrangement is likely to constitute revenue diversion. We have been advised by the Authority's special counsel for FAA affairs that it is unlikely that we would receive an advisory opinion. According to him, the FAA does issue opinions, but not frequently. However, the FAA was not the least bit reluctant to give advice, even unsolicited, in 1994 (see 1994 letter) merely based upon reading news media accounts. (See tab 7) Apparently, this series of letters has been the basis upon which the Authority has primarily rested in its belief that there is a revenue diversion issue. However, for all we know, this may be a "shot from the hip" of the local manager and from the tone of the March 11, 1994 response, it appears to be. It would be much more reliable for all of us at the local level to have a legal interpretation upon which we can better rely.

The undersigned would recommend that the parties ask for the opinion. It is certain that we will not receive one unless we ask and FAA cannot penalize anybody for asking.

MEMORANDUM

(PAGE 3 OF 3)

Another option would be to renegotiate the lease, perhaps with a lease-purchase clause or an option to purchase clause and structure the effective date of any increases in rent to a time after which the grant assurances to which it pertains would have been reviewed by the auditing arm of the FAA. The primary penalty for revenue diversion would be return of the diverted revenue with interest and such a review should be able to be triggered with a very nominal increase in rental, such as \$100 or \$1,000 in the first year.

Another idea would be to sell the land or a portion of it to the Authority. Of course, the value would have to be discounted by the number of years remaining on the lease.

There may be other ways that the Authority and the City can accommodate each other's needs with regard to this valuable real property, if there is a mutual political will to do so. However, unless and until the parties agree that it is in their best interests to renegotiate the current lease or to enter into a different arrangement, the expenditure of additional time and money on the project is of doubtful value.

UPDATE: After dictating and reviewing the foregoing opinion, the undersigned received a copy of a letter from the FAA Airports Manager to the NAA Executive Director (May 30, 2006) expressing concerns about the City's desire to renegotiate the lease. As in the 1994 letter, it begins with the statement that "We have read recent newspaper articles..." and then goes on to render warnings about revenue diversion. The timing of this letter and the intimation that this came to FAA's attention through a clipping service are very suspicious. In fact, it appears that the letter was in response to an inquiry from the NAA Executive Director made before the attorneys' meeting, and this was not disclosed at the meeting.

The timing of this letter, coupled with the apparent lack of interest in seeking an opinion from the FAA General Counsel, render the contents less, rather than more, convincing.

The Authority has not hesitated to differ with the FAA in the recent past, with success. The opinion of the undersigned is not changed by the FAA letter of May 30, 2006, and the recommendations contained above, remain our recommendations.

RDP/dk

cc: Dr. Robert E. Lee, City Manager
Joseph McMackin, Esq., Naples Airport Authority General Counsel

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NAPLES MUNICIPAL AIRPORT LEASE

BRIEFING BOOK

May 2006

TAB	DESCRIPTION
1	49 U.S.C. § 47107
2	Legislative History <ul style="list-style-type: none">- H.R. Rep. 240, 103d Cong., 1st Sess. (1993)- H.R. Rep. 714, 104th Cong., 2nd Sess. (1996)
3	<i>FAA Policy and Procedures Concerning the Use of Airport Revenue</i> , 64 Fed. Reg. 7696 (1999)
4	<i>Airport Improvement Program Grant Assurances</i> , 69 Fed. Reg. 52057 (2004)
5	Examples of DOT Office of Inspector General Audits <ul style="list-style-type: none">- Denver International Airport (1999)- San Francisco International Airport (1999 and 2004)- Single Audit of Five Airports (2003)
6	<i>Office of Hawaiian Affairs v. State of Hawai'i</i> , 31 P.3d 901 (Haw. 2001); <i>Office of Hawaiian Affairs v. State of Hawai'i</i> , 2006 WL 1121926 (Hawai'i)
7	Documents Concerning Past Discussion of Airport Lease

1. The FAA would **not** consider the increased rent to be a “capital or operating cost of the airport” under 49 U.S.C. § 47107(b)(1). Although agreeing to pay rent for property interests the Authority does not already own could be an appropriate use of airport revenue, the particular fact pattern in Naples (i.e., voluntarily agreeing to renegotiate a valid lease with 99-year term to increase rent based on perceived ability to pay) would not be considered a necessary operating cost. The Airport already has the benefit of the remaining term of the lease; paying additional rent does not reflect or create any additional benefit to the Airport and does not reflect any additional cost incurred by the City. *See* 49 U.S.C. § 47107(l)(2). FAA would view the transaction as a gratuitous second payment for an asset the Authority already owns.
2. The DOT Office of Inspector General and FAA found revenue diversion in a comparable circumstance, involving the Honolulu Airport. In that case, the DOT OIG and FAA found that payments of airport revenue from the State of Hawaii to the Office of Hawaiian Affairs, although required by state law, constituted revenue diversion. The State initially defended the payments as being rent for the use of ceded trust lands; however, the OIG and FAA disagreed. Indeed, Congress subsequently intervened and explicitly prohibited further payments. The enforcement action is detailed in two reported opinions by the Supreme Court of Hawaii: *Office of Hawaiian Affairs v. State of Hawai’i*, 31 P.3d 901 (Haw. 2001) and *Office of Hawaiian Affairs v. State of Hawai’i*, 2006 WL 1121926 (Hawai’i).
3. The penalties for revenue diversion are far more severe than for violations of other grant assurances. Penalties include suspension of grant eligibility; suspension of eligibility to impose Passenger Facility Charges; repayment of diverted revenue; treble damages; and suspension of eligibility for other transportation grants. *See* 49 U.S.C. § 47107(n); *FAA Policy and Procedures Concerning the Use of Airport Revenue*, 64 Fed. Reg. 7696, 7723 (1999). These harsh penalties were imposed by statute and reflect the seriousness with which Congress sought to eliminate revenue diversion. *See e.g.* H.R. Rep. 714, 104th Cong., 2nd Sess. 38 (1996). Moreover, the harsh penalties materially affect the assessment of liability risk and the likelihood that the City would ever realize the financial benefits of a renegotiated lease. Even if there were any question about whether the increased rent would constitute revenue diversion, the penalties are sufficiently severe that extreme caution is warranted.
4. The FAA previously opined that increasing payments to the City of Naples would constitute revenue diversion. This is reflected in a February 1994 letter from the Manager of the FAA Orlando District Office. FAA strongly warned against any activity that would have the effect of diverting revenue for general municipal purposes. There has not been any change in the law that would warrant a different conclusion today. If anything, Congress has since expressed its intent that FAA take a tougher stance on revenue diversion.
5. The FAA would look to the substance of the transaction rather than its form. Characterizing the payment as rent would not be sufficient; the FAA would view increased rent as the payment of airport revenue for non-airport municipal purposes. This

is confirmed by conversations with the FAA Orlando District Office and the Office of Chief Counsel (Washington DC). It is entirely consistent with FAA practice; the FAA routinely makes its decisions in enforcement actions based on the substance, rather than the form, of a transaction. Here, City Council-members have stated explicitly that their only interest in renegotiating the lease is to generate revenue that could be used to fund other (non-airport) projects and programs.

6. Increasing payments to the City of Naples in the manner suggested is precisely the evil Congress sought to eliminate in the various statutory provisions on revenue diversion. The legislative history of the statutes confirms that Congress intended to ensure that airport revenue would not be spent for non-airport purposes. See e.g. H.R. Rep. 240, 103d Cong., 1st Sess. 14-16 (1993); H.R. Rep. 714, 104th Cong., 2nd Sess. 37-39 (1996). Congress was particularly interested in protecting the federal investment in airports; Congress did not want federal grants to be directly or indirectly used to pay for non-airport purposes. As further evidence of the preceding point, Congress specifically called on FAA to “look behind technicalities of financial arrangements and determine whether diversion is taking place as a matter of economic reality.” H.R. Rep. 240, 103d Cong., 1st Sess. 15 (1993).
7. The Department of Transportation Office of Inspector General scrutinizes airport finances to identify revenue diversion. The DOT OIG has released numerous audit reports finding that seemingly appropriate transactions and payments constitute revenue diversion. Within the last 10 years, DOT OIG has released audit reports for the following airports: Arlington Municipal Airport (1997); Queen City Municipal Airport (1997); Los Angeles International Airport (1997); Miami International Airport (1997); Galveston Municipal Airport (1997); McMahon-Wrinkle Airpark (1997); Augusta Bush Field and Augusta Daniel Field (1998); Syracuse Hancock International Airport (1998); Denver International Airport (1999); San Francisco International Airport (1999 and 2004); and single audit of five airports (2003).
8. There are several additional grant assurances that would be violated by renegotiating the lease to increase rent. For example, the Airport Authority has committed to protect the rights and powers of the Airport (Assurance C(1)(a)); to protect the Airport Authority’s property interest in the Airport (Assurance C(1)(b)); and to make the Airport as self-sustaining as possible (Assurance C(8)). *Airport Improvement Program Grant Assurances*, 69 Fed. Reg. 52057 (2004). Actions that would deprive the Airport Authority of its rights and powers or property interest in the airport are subject to FAA review and approval (Assurance C(1)(a) and C(1)(b)).
9. In analyzing compliance with these grant assurances and the prohibition on revenue diversion, the FAA would consider the existing lease to be an asset of the Airport Authority that must be protected. Again, the FAA’s opinion might be different if the lease was expiring or this was an entirely new transaction; however, in this situation, the FAA would find that the Airport Authority is inappropriately encumbering its leasehold interest.

10. The Airport Authority may be subject to claims by Airport users if it attempted to pass on the increased rent through the Airport rates and charges. The Airport Authority is obligated to make the Airport available on reasonable terms and without unjust discrimination. 49 U.S.C. § 47107(a)(1). Airport users could argue that any increases in the rates and charges to fund increased rental payments to the City are unreasonable because the Authority did not have any basis upon which to voluntarily agree to renegotiate the lease.

Faxed to all Board Members 02/03/94



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office
9677 Tradeport Drive, Suite 130
Orlando, Florida 32827-5397
(407) 648-6582

February 1, 1994

Mr. Bob Larson
Acting Executive Director
Naples Municipal Airport
160 Aviation Drive, North
Naples, Florida 33942

Dear Mr. Larson:

We have read recent newspaper articles indicating that some local elected officials may view the airport as an additional source of funds to support general city uses. The diversion of airport revenue is prohibited by law and violates Federal grant assurances (reference the Airport and Airway Improvement Act of 1982, Section 511(a) (12)) as well as Public Law 289. For that reason, we are taking this opportunity to remind you of the imposed constraints on the use of airport funds.

We recommend that you take timely action to inform your local officials and policy makers that diversion of airport revenue is against the law. They must understand that this is the law and cannot be waived or circumvented due to local needs or desires. In fact, Congress recently reinforced its intentions in this area by including a provision in Public Law 103-122, October 27, 1993, that prohibits any Department of Transportation funds from going to a state or local government that diverts airport revenues. In view of the above, the Office of Inspector General is conducting audits and will continue to do so until this problem is resolved.

Don't let the simplest suggestion of diverting airport revenue go unchallenged. There seems to be a misconception that income from sources not considered "aviation services" could go to the city. This is not true. All income generated on the airport must be used for airport purposes. There are no exceptions!

Sincerely,

Charles E. Blair
Charles E. Blair
Manager



City of Naples

February 11, 1994

OFFICE OF THE CITY MANAGER

Charles E. Blair, Manager
U.S. Department of Transportation
Federal Aviation Administration
Orlando Airport's District Office
9677 Tradeport Drive, Suite 130
Orlando, FL 32827-5397

Dear Mr. Blair:

I have read with interest your letter of February 1, 1994 addressed to Bob Larson of the Naples Municipal Airport. From your reading of recent newspaper articles, I am not convinced that you have properly ascertained the questions that the City of Naples is posing to the Airport Authority. Therefore, I am going to ask that you address a broad range of questions about revenues produced at the Airport and the possibility of their use for general government purposes.

As you are aware, the City of Naples owns the one square mile which is the location of the Airport. It is under a long term lease to the Airport which is managed through an authority appointed by the City Council under the guidance of State Legislative action. The Airport Authority appoints its own employees and adopts its own budget. With that background, I would appreciate your providing a direction relative to the possible disposition of funds where those funds are derived from a variety of sources.

1. Can revenue produced by the Airport for the sale of any of the following airport-related activities be directed to the City's general fund to help operate general government?

- Revenue from fuel sales
- Revenue from fixed-base operator charges
- Revenue from hangar fees
- Revenue from commercial gate charges
- Revenue from parking rentals

Charles E. Blair
February 11, 1994
Page Two

2. Can revenue produced from non-airport activities but produced on airport land be directed to the general fund of the City from any of the following sources?

- Revenue from land leased for non-airport related activities where no FAA or other aviation money is involved in the property. For example, if the Airport Authority leases land outside of the airport perimeter for the purposes of a boat show, or if the Airport Authority entered into a 50 year lease with a retail establishment of a non-aviation nature outside the secured area of the airport, but still on lands under the control of the airport, could that revenue be redirected to the City?

- Revenue created from any source at the airport that is not related directly to aviation activities.

I want to assure you that the City of Naples is not looking to fund the operations of general government through contributions by the Airport or from airport users. On the other hand, the City has a land investment in excess of \$70 million that is presently made available at no charge to the airport. We are trying to determine an appropriate way for the citizens of the City to receive a return on this investment. We clearly recognize that the public receives a benefit through the use of the airport facilities, but believe that it is appropriate for the citizens of the City to receive an additional benefit for the assets made available to the airport. I appreciate your taking time to address these questions and look forward to your response.

Sincerely,



Dr. Richard L. Woodruff
City Manager

RLW:jp

xc: Honorable Mayor and City Council Members

rw/letters/210blair



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office
9677 Tradeport Drive, Suite 130
Orlando, Florida 32827-5397

March 4, 1994

Naples City Manager
Received 3/7/94
Route To _____
☐ Action
☐ Comment
☐ FYI
☐ File
By _____
Date _____

Dr. Richard L. Woodruff
City Manager
City of Naples
735 Eighth Street, South
Naples, Florida 33940

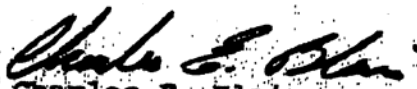
Dear Dr. Woodruff:

In response to your letter of February 11, 1994, the answer to all five parts of question number one is no and the answer to both parts of question number two is no.

Whether the airport is operated and managed by an authority or directly by the city is immaterial. The requirement to expend all airport generated revenue on the airport is applicable in either case.

If you still have questions or disagree with our interpretations in this matter, we would be willing to meet with you to further discuss our position.

Sincerely,


Charles E. Blair
Manager

PARTNERS IN CREATING TOMORROW'S AIRPORTS



CITY OF NAPLES AIRPORT AUTHORITY

180 AVIATION DRIVE NORTH

NAPLES, FLORIDA 34104

04 December 1996

Mr. Fred Tarrant
City Council Member
City of Naples
735 Eighth Street South
Naples, FL 33940-6796

Re: Your letter of 25 November 1996

Dear Mr. Tarrant:

Please find enclosed the information you requested with regard to revenue sharing of airport funds with the City:

- Federal Register of 1996 - Policy & Procedures concerning the Use of Airport Revenues
- Special Report on Airport Revenue Diversion - Messrs. Corbett and Peters, Esq.
- Report to the Committee on Appropriations, U.S. House of Representatives, on the Diversion of Airport Revenues from Commercial Air Service Airports in the United States, from the Surveys and Investigations Staff

We have requested additional information from Mr. John Cross, Airports Law, Federal Aviation Administration (FAA), and will forward it to you when received.

If you have any questions or wish further clarification of this matter after you have had the opportunity to review the documents, please do not hesitate to contact us.

Sincerely,

Theodore D. Soliday
Executive Director

c: Honorable Mayor and City Council
Honorable Chairman and Members of the Authority
Dr. Richard L. Woodruff, City Manager
Maria Chiaro, City Attorney
Tara Norman, City Clerk

TDS/kt
letters/tarrant.doc



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
P.O. Box 20638
Atlanta, GA 30320-0631
Phone: 404-305-6700

May 30, 2006

Mr. Ted Soliday, Executive Director
Naples Municipal Airport
160 Aviation Dr, North
Naples, FL 34104

Dear Mr. Soliday:

We have read recent newspaper articles regarding the City of Naples' desire to renegotiate the airport lease between the City and the Naples Airport Authority. We understand the City leased the airport to the Airport Authority in 1969 for \$1 per year for 99 years. This was done at the time the Airport Authority was created. However, the City is now considering a substantial increase in the amount of the annual lease.

The Federal Aviation Administration (FAA) has two major concerns about any proposal to change the terms of this lease.

1. The Naples Airport Authority has a contractual obligation to FAA to maintain and operate the airport in a self-sustaining manner. This federal obligation derives from grant assurances the Airport Authority made to FAA as a condition to receiving federal grant agreements for airport development. FAA has issued grants for many years to the Naples Airport Authority based on recognition of the \$1 per year 99-year lease. To now change this lease would adversely impact the Authority's ability to operate the airport in a self-sustaining manner and would be in direct contradiction to the Authority's grant obligations. The FAA expects the Airport Authority to exercise prudent action to see that the City honors the current agreement.
2. Although the Airport Authority may have independent power to operate the airport and to accept federal grants, the City is in effect also a partner in the airport sponsorship, in that the City appoints all members to the Airport Authority's Board of Commissioners and the City still owns title to the airport land. Federal law requires that airport-generated revenue for airports such as Naples Municipal Airport be used to maintain and operate the airport. It is inappropriate to divert airport revenue to the City for any purpose other than to recover the cost of services the City might provide to the airport. The U.S. Congress specifically included a provision in Public Law 103-122, October 27, 1993, that prohibits federal grant funds from going to a local government that diverts airport revenues. Therefore, we believe that an increase in the lease amount would clearly be an inappropriate diversion of airport revenue from the airport to the City.



CITY OF NAPLES AIRPORT AUTHORITY
160 AVIATION DRIVE NORTH • NAPLES, FLORIDA 34104-3568

ADMINISTRATION (239) 643-0733/ FAX 643-4084
OPERATIONS 643-0404/FAX 643-1791, E-MAIL administration@flynaples.com

*****MEMORANDUM*****

TO: Dr. Robert Lee, City Manager *Bob*

FROM: *Ted*
Theodore D. Soliday
Executive Director

DATE: 30 May 2006

RE: Letter from Robert B. Chapman
Dated May 30, 2006

Attached is a letter from Mr. Robert B. Chapman, Manager, Airports Division, Federal Aviation Administration, Southeast Region, Atlanta, which we believe addresses the issue of the airport's lease arrangement with the City of Naples.

After reading the document, it is hoped that the situation between the City of Naples Council and City of Naples Airport Authority can be put to rest.

I look forward to discussing this issue with you in further detail tomorrow per our telephone call scheduled for 11:00 a.m.

C: Honorable Chairman and Commissioners
Mr. F. Joseph McMackin, NAA Counsel

RECEIVED

MAY 31 2006

MAYOR'S OFFICE

NAPLES MUNICIPAL AIRPORT
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207 043 4204 P.03/03

We trust the Naples Airport Authority and its Board understand both the obligation to maintain and operate a self-sufficient airport and the legal implications of diverting airport revenue. If you need additional information on this issue or wish to discuss, please let us know.

Sincerely,

A handwritten signature in black ink that reads "Robert B. Chapman". The signature is written in a cursive style with a long, sweeping underline.

Robert B. Chapman
Manager, Airports Division

DRAFT
June 5, 2006

Federal Aviation Administration
Marvin Blakey, FAA Administrator

Washington, D.C.

Dear Mr. Blakey:

The City of Naples, Florida, is a Florida Municipal Corporation. It is the owner of most of the real property upon which the Naples Municipal Airport is located.

In 1969 it leased the real property to the Naples Airport Authority (NAA) for 99 years for \$1 per year. NAA is an authority, created by special act of the Florida Legislature, with powers including the power to operate the Airport and to lease the property from the City. The Naples City Council has appointment authority over the NAA board but otherwise the NAA board operates independently of the City.

The City Council is considering requesting that NAA and the City explore the possibility of renegotiating the terms of the current lease or negotiating other business arrangements, which may include those specified below. NAA has expressed doubts about its ability to renegotiate the current lease and your Southern Region Airports Division Manager has sent a letter dated May 30, 2006, expressing concern and rendering what appear to be legal conclusions about the ability of the parties to enter into a renegotiation of the lease. This letter appears on its face to have been unsolicited, although we understand that it may have been in response to an inquiry by the Airport Executive Director.

We respectfully request that the Administrator provide, through its general counsel, assistance in interpretation of the following questions:

- A. Would it constitute unlawful revenue diversion or otherwise be unlawful under federal law or regulations if the NAA and the City were to:
 - 1. Renegotiate the terms of the current lease of City land to the NAA to include a reasonable rental rate, or
 - 2. Enter into a new lease that would provide for other commercially reasonable arrangements such as:

- i. Lease – purchase agreement,
- ii. Lease with option to purchase (or simply enter into a stand-alone option to purchase),
- iii. Purchase and sale of property?

B. Would answers to any of the above questions depend upon whether the City devotes the funds received from reasonable rentals, etc., for airport purposes?

In each scenario above, the assumption is that the arrangement would be commercially reasonable.

We request that this issue be reviewed independently of the FAA Manager's letter since that letter was not solicited by both parties and did not give your manager the benefit of all of the possibilities.

Sincerely,

Bill Barnett, Mayor

June 5, 2006

Honorable Mayor Bill Barnett
Members of the City Council
City of Naples, Florida
735 Eighth Street South
Naples, Fl. 34102

Re: Naples Municipal Airport

Dear Mayor and Council Members,

The undersigned citizens would like to express to you our strong opposition to any effort to renegotiate or restructure the current valid lease agreement by and between the Naples Airport Authority and the City of Naples for the 637 acres of land upon which the Naples Municipal Airport is located. Our position on this matter is based upon extensive research as well as a thorough understanding of the truthful facts affecting the issue. Please consider the following:

- ★ Naples Municipal Airport (APF) was given to the citizens by the Federal Government with the stipulation that it continue to operate as an airport for the benefit of the citizens.
- ★ The City of Naples funded the operations of APF at an annual cost of approximately \$200,000.00 until the Naples Airport Authority was formed in 1969. That would be the equivalent of approximately \$1,000,000.00 per year today (4.5% inflation for 37 years).
- ★ APF now operates at no cost to the local City taxpayers and has done so for nearly 40 years.
- ★ APF contributes in many other ways, financial and otherwise, to our community. Some notable contributions are: \$100,000,000.00 annual economic impact, \$7,900,000.00 stormwater project that saved our City taxpayers millions of dollars, over 450 jobs in over 50 businesses at APF, location for such community services as Civil Air Patrol and Emergency Medical Services Aviation Department, significant sales and real estate tax revenues paid for on-airport facilities, pre and post hurricane relief staging, and the list goes on.
- ★ The current approved master plan suggests a capital requirement exceeding \$100,000,000.00 to continue to meet the needs of our community. A restructuring of the current lease agreement would severely challenge the Authority's ability to meet the community's needs.
- ★ APF, and its services, are utilized directly and indirectly by tens of thousands of our citizens and guests each and every year. These are the same citizens and guests that are so philanthropic and generous to our local institutions and charities.


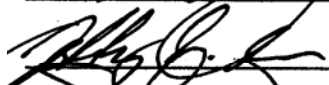
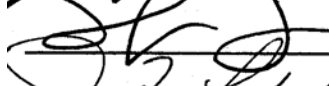
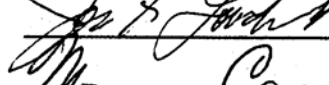
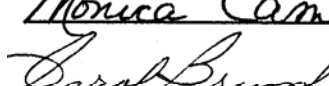
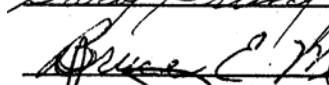
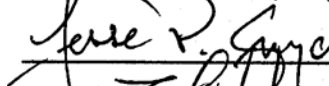
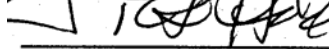

- ★ The improvements located on the donated land now leased to APF were built and paid for without cost to the City of Naples. True, some funding was obtained through grants available through the FAA however that represents a return to our community of taxes paid by our local pilots. This is similar in fashion to the road funding we receive for our local highways.
- ★ The overwhelming majority of general aviation and small commercial airports do not pay significant lease fees nor do they charge general aviation landing fees. Said John Henderson of the Naples Daily News (May 21, 2006), "Of the 18 airports in Florida providing commercial services, only one reported making lease payments to a government agency." This was for a building built and paid for by the city of Gainesville and leased back to the airport.
- ★ APF is a vital part of the infrastructure that serves our community. It should be treated with the same respect and protection that we afford the other elements of our infrastructure such as our City Pier, City Dock, ballfields, etc.

In brief summary, we encourage you to not be misled by those individuals who otherwise have an ax to grind with APF. Our municipal airport is woven in to the very fabric of our community and deserves our respect and protection. It should not be singled out as a method to fund the anticipated City of Naples budget deficits.

Thank you for your consideration.

Signature

Printed Name

	R. Scott Cameron
	Jeffrey A. Clapper
	Stanley Jones
	Jon F. Lowdermilk
	Monica Cameron
	Carol Brundage
	Bruce E. Miner
	Jesse P. Snyder
	Richard Heddin

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Thank you for your consideration.

Signature

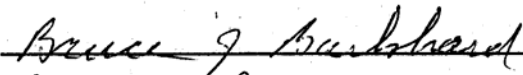
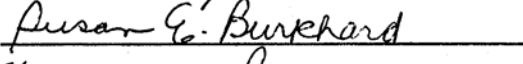
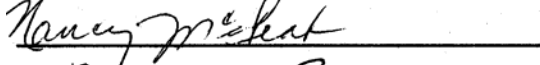
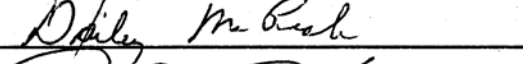

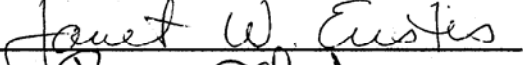
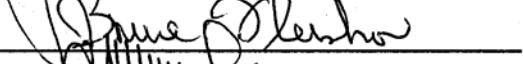

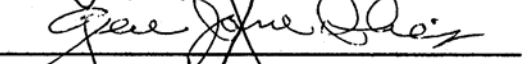
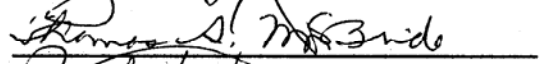
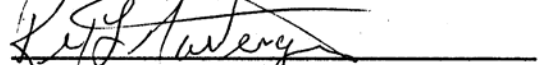
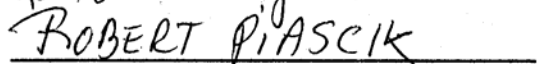


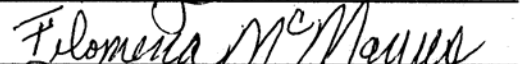
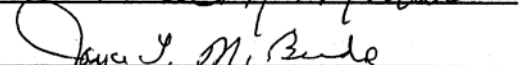
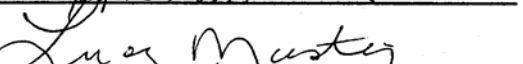
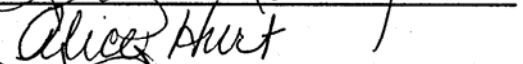
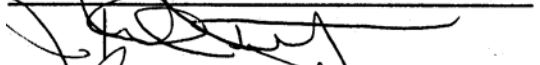


Claudia J. Leithe
[Signature]
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Don Morrison
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Printed Name

CLAUDIA J. LEITHE
ROGER G. DESILETS
Carol Koenig
Charles J. Ahearn
Leo Morrison
DANIEL CLARKE
Brett Wilson
Jill Summerscales
Linda Cramer
JACKIE MILLER JR.
Sunni Ranew
AMANDA RINCON


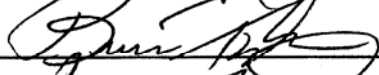

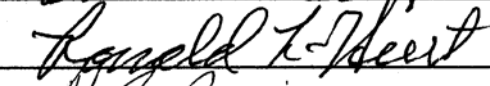
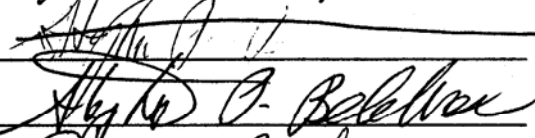
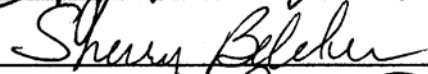
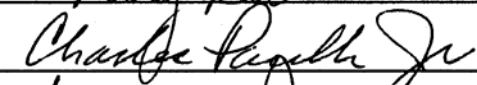
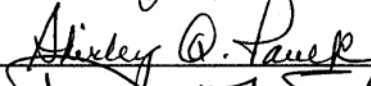
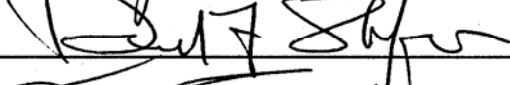

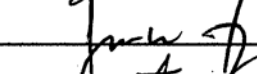
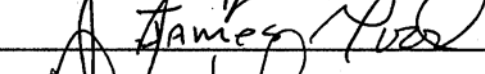
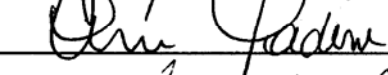
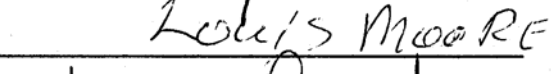
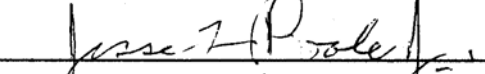
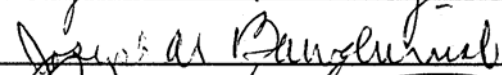
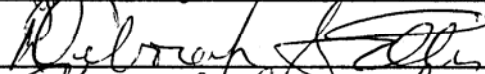
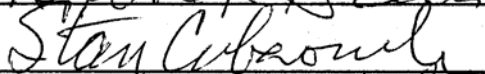
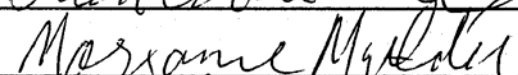
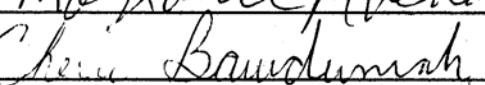
Signature

Printed Name

	BRUCE J. BURKHARD
	Susan E. Burkhard
	Nancy McPeak
	Dailay McPeak
	DAVID M ROCHIN
	JANET EUSTIS
	Bruce Flexhorn Vision
	Catherine Fay
	Gene P. Gair
	THOMAS G. McBRIDE
	REX L. GASTEIGER
	ROBERT PIASCIK
	JANICE PIASCIK
	Peter J. Dovo CFII.
	FILomenA McMANUS
	Joyce W. McBRIDE
	Lucy Mastey
	ALICE HURT
	J. MICHAEL MASTES
	John Goode
	ALICE GOODE

Signature

Printed Name

	GAIL HODDINOTT
	BRUCE FRIEDMAN
	KENNETH ELLIS, D.O.
	RONALD L. HURT
<hr/>	
	Stephen P. Belcher
	Sherry Belcher
	CHARLES PAULK, JR.
	SHIRLEY A. PAULK
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	Terry Spurlock
	Jon Fay
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	ANN KADRON
	Louis Moore
	Jesse L. Pooler
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	Deborah S. Ellis
	STAN COLCOURSE
	MARIANNA MILDER
	Cherie Bawduniak

10/2/94
 Carol Greeley
 Carol S. MONTAVE
 Darlene Pontius
 John J. Checklick
 John J. O'Neill, Jr.
 James F. O'Neill
 Robert R. Updegraff
 Mark Gabriel
 John Swanson
 Dennis W. Kelly
 Robert A. Bowen
 Joseph C. Fragnone
 Shirlene Elkins
 Robert Elkins
 J. C. Brooke Cuellarada
 Roger K. Moll
 Patricia Kenna
 Wanda Rainey
 Karen Kirkum
 Michael McDonald
 Peter J. Hodge
 Everett MacArthur
 Louis Laguerre
 Andy Rao
 John Johnston
 Donna Johnston
 M. Richard Mellon

Carol Greeley
 Carol S. MONTAVE
 DARLENE M. PONTIUS
 John J. Checklick
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 EVERETT MACARTHUR
 Louis Laguerre
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 John Johnston
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 M. Richard Mellon

Signature

Printed Name

Helen Good
John J. McManus
Randy Lawrence
V.A. Suziedelis
Larry Harris
Lee E. Grover
William S. DeHaan
Ron Klein
NATHY McGRATH
BO McGRATH
Birt O. Suziedelis
Lou Meiners
Robert Berlam
Ann E. Berlam
Melanie L. Mellon
Louis X. Amato
JEB Britton
Steve Kingston
Steve Elarath
Alexis Sergio Rene Goujard

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Randy Lawrence
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LARRY HARRIS
LEE E. GROVER
WILLIAM S. DEHAAN
RON KLEIN
NATHY McGRATH
BO McGRATH
BIRT SUZIEDELIS
LOU MEINERS
ROBERT BERLAM
ANN E. BERLAM
MELANIE L. MELLON
LOUIS X. AMATO
JEB BRITTON
STEVE KINGSTON
STEVE ELARATH
ALEXIS SERGIO RENE GOUJARD

Citizens in support of the Letter Opposing Restructure of the Airport Lease

Cameron, R. Scott
Ahearn, Charles J.
Amaris, Carlos
Amato, Louis X.
Anderson, Donald C.
Baldwin, Scott L.
Barton, Alexandra B.
Barton, Patricia M.
Barton, William L.
Bawduniak, Cherie
Bawduniak, Joe
Belcher, Sherry
Belcher, Steve
Bellastro, Robert L.
Bennett, Cynthia
Berlam, Ann E.
Berlam, Robert
Botthof, Richard
Brundage, Carol
Budd, Russell
Burkhard, Bruce
Burkhard, Susan
Cameron, Donald R.
Cameron, Joyce W.
Cameron, Monica D.
Carlsen, Zana
Carroll, William
Cecil, William
Checklick, John J.
Clapper, Jeffrey C.
Clarke, Dannielle
Coleman, Terry
Colombu, Stan
Conroy, J. Thomas
Cuellarola, J. C. Brooke
D'Angelo, Vince
Danno, Debra
DeHaan, William
Desilets, Roger
Dinunzio, Joseph N.
Duvo, Peter J.
Elkins, Robert
Elkins, Shirlene
Ellis, Deborah S.
Ellis, Kenneth
Eschauzier, Peter
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Fay, Catherine
Fay, John
Fleishyon, Bruce
Fragione, Joseph C.

Realtor/ Author of the attached letter

retired Attorney

CPA

Former "Citizen of the Year" awardee
Retired Founder, Wilson Miller

Doctor

Contractor/PBS Building Systems

Collier County Tourism Board

Franklin, Greg
Freidman, Bruce
Gabriel, Matt
Gasteiger, Rex L.
Glaeser, Brian A.
Goode, Alice
Goode, John
Good, James
Grant, Richard C.
Greely, Carol
Grover, Lee
Harris, Larry
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Hayes, Wendy L.
Hellwege, Richard L.
Hill, Clark W.
Hoddinott, Gail
Hoddinott, Richard
Holdgate, Peter
Hurt, Alice
Hurt, Ronald L.
Izaguirre, Louis
Johnston, Donna
Johnston, James
Jones, Sharolyn
Kelly, Dennis W.
Kenna, Patricia
Killilea, Anne H.
Kirkum, Karen
Klien, Ronald
Koenig, Carol
Korest, Alan
Korest, Marilyn
Kuhlman, William
Lambrecht, Paul A.
Lawrence, Randy
Lazear, Dr. William
Leithe, Claudia J.
Ligen, Gene
Limb, Nancy
Lowdermilk, Jon, F.
MacArthur, Everett
Mastej, J. Michael
Mastej, Lucy
McBride, Joyce
McBride, Thomas
McCabe, Philip J.
McDonald, Michael
McGrath, Bob
McGrath, Kathy
McMahan, Terry P.
McManus, Filomena
McManus, Jack
McPeak, Dailey

State Farm Insurance

GM/Hilton of Naples

Former City Council Member

CEO/Collier Regional Medical Center

Hotelier

President, International College

McPeak, Nancy
McVey, James L.
Meiners, Lou
Mellon, Melanie
Miller, Jackie
Miner, Bruce E.
Mitchell, Michael
Moebius, Geoffrey
Moezzi, Ali
Mojave, Carol S.
Moll, Roger
Moore, Louis
Morrison, Leo
Morton, Ed
Mulder, Marianne
O'Neill, James
O'Neill, John
Padron, Add
Paulich, John
Pault, Charles
Peruzzi, Florence
Peruzzi, Peter
Piascik, Janice
Piascik, Robert
Pontius, Darlene M.
Poole, Jesse L.
Proffitt, John M.
Rainey, Wanda
Ranew, Sunni
Reynolds, Alan D.
Rincon, Amanda
Robison, Steven V.
Rochin, David, M.
Roller, Robert A.
Schimmel, David C.
Schneider, Tom
Schoen, William
Scofield, Miles L.
Seawald, Jeanne L.
Shafner, Richard F.
Shapiro, Patricia A.
Shapiro, Richard. T.
Snyder, Jesse P.
Spurlock, Terry
Strohmeyer, Jon F.
Summerscales, Jill
Suziedelis, Birt
Suziedelis, Vito
Swanson, John
Taillon, James
Tran, Andy
Vudemoon, Robert R.
Weiss, Allen S.
Wilson, Brett

CEO/Physicians Regional Medical Center
Retired Fireman

CEO, NCH Healthcare Systems

Retired Accountant

CEO, WillsonMiller, Inc.

V.P. Gates McVey, Inc.

Executive Director, David Lawrence Center

Sr. VP, TIB Bank

Pres., NCH Healthcare Systems

Woodruff, Patricia
Younkers, Millard J.
Zimmerman, Mike

Pres., TIB Bank