



**AGENDA
AIRPORT ADVISORY COMMISSION
REGULAR MEETING
JUNE 14, 2018
5:30 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. AWARD PRESENTATION**
- 4. APPROVAL OF MINUTES**
 - 4.1 Approval of the May 10, 2018 Airport Advisory Commission Regular Meeting Minutes
- 5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
- 6. OLD BUSINESS**
 - 6.1 Airport Terminal Construction Project and Ribbon Cutting Update
 - 6.2 GPS Approach Procedure Development Update
 - 6.3 Airport Financial Update
- 7. NEW BUSINESS**
 - 7.1 Airport Market Rate Analysis Report Review and Discussion
 - 7.2 Aeronautical Lease Review/Recommendation Request - Clay Lee Hangar Proposal
 - 7.3 Draft Engineering/Architectural Consultant Request for Qualifications (RFQ) Review and Process Discussion
 - 7.4 Driving Dynamics Facility Use Agreement Review/Recommendation
- 8. AIRPORT MANAGER AND STAFF REPORTS**
 - 8.1 Airport Manager Report
- 9. COMMISSION MEMBER REPORTS/COMMENTS**
- 10. NEXT MEETING DATE**
- 11. ADJOURNMENT**

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

1. **Call to Order:** Chairperson Chuck Colcord called the meeting to order at 6:00 pm.
2. **Members Present:** Chuck Colcord (Chair), Don Edlin, David Austin, Paul Behan
Members Absent: Kent Mckee, Aaron Morgan, and Two Board Vacancies (Non-Voting Member and (1) Voting Member Position)

Others Present: Tom Piscitello, Andrew Holesko, Mickey Baity, Brian Echard, Commissioner Ross, Commissioner Kreger, Coleman Langshaw, Robert Jameson, and Prudence Hostetter
3. **Approval of Minutes:** The minutes of the February 8, 2018 regular meeting were presented for approval. **A motion was made by Member Behan, seconded by Member Edlin, to approve the minutes. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**
4. **Public Comment Regarding Items Not On The Agenda:** No Public Comment was provided.
5. **Old Business:**

5.1 Airport Terminal Facility Construction Progress and Ribbon Cutting Event Update

Airport Manager reported significant progress since the last update provided to the AAC, and stated that he believed the timeline for completion would currently be in late June, with a caveat that the timeline for installation of nose/tail components and skylight remained unknown and could affect the completion timeline for the project.

Mr. Coyle stated that a planning committee had been formed to plan a ribbon cutting event for the terminal facility, and that a tentative event date of October 13th had been selected for completion of the event. Member Edlin asked if the invitation list included AOPA representatives and/or other local flying club agencies. Mr. Coyle stated that AOPA representatives had been included on the invitation list but that other flying club agencies should be considered, and had not yet been considered.

5.2 GPS Approach Procedure Development Update

Airport Manager Coyle stated that he was still awaiting review of consideration by air traffic control for potential development of procedures to Runways 9, 27, and 31. He mentioned that an update would be provided to the group when available. Mr. Coyle also stated that further feasibility analysis, such as an obstacle survey, would need to be conducted after coordination with air traffic control before development of other procedures could commence.

5.3 Airport Financial Report

Airport Manager Coyle presented the airport financial report to the AAC. Mr. Coyle identified additional revenue shown on the financial report contemplating additional FAA grant funds to support the pending AWOS replacement project. Member Edlin asked the total expected airport expenditure for the project, and Mr. Coyle estimated this cost to be \$30,000 for the project with remaining project cost to be funded by the grant from the FAA.

Member Edlin asked a question about the expenses for repair/maintenance and buildings and grounds budgeted at \$280,000 and Mr. Coyle stated that the additional funds were added to the line item to cover repair of T-Hangar roofs primarily utilizing insurance funds following Hurricane Matthew. Mr. Edlin also stated that he had concern for the airport's ability to fund capital projects moving forward. Mr. Coyle stated that he would bring back the capital plan and cash flow projection to the AAC for discussion to answer questions of the AAC.

6. New Business:

6.1 Customs and Border Protection Update

Airport Manager Coyle provided an update regarding recent notification from Customs and Border Protection would no longer be able to provide services at the airport without development of a facility that meets design standards of the agency. The existing service was being provided under a grandfathered status at the previous FBO facility, however the grandfathered status would be lost when McGill Aviation ceased operation at the airport. Mr. Coyle stated that the airport supported 15 international flights in the previous year and that the investment to provide this facility in support of those international flights does not make fiscal sense at this time. Mr. Coyle also stated that the service could be provided again by Customs and Border Protection in the future if the airport chose to develop a facility to meet the standards of Customs and Border Protection.

Member Edlin asked if grant funding could be available to develop these facilities and Andrew Holesko stated that grant funds could be available with a larger matching component from the airport. Mr. Coyle asked if strong justification would be required and Andrew Holesko believed that justification would need to be strong to support a request for grant funding to develop such a facility in the future.

6.2 AAC Non-Voting Member Application Review/Recommendation

Mr. Coyle presented applications for the non-voting member position, and an update following a discussion with the City Attorney which confirmed that a non-City resident would be eligible to serve as a non-voting member on the AAC.

Member Edlin asked how the position vacancies are published. Mr. Coyle stated that vacancies are published within the paper of record (Fernandina Observer) and on the City's

website. Member Edlin stated that he believed that the commission would be served well by non-aviation based members on the AAC.

A motion was made by Member Edlin, seconded by Member Behan, to recommend that the City Commission appoint Tom Piscitello to the Non-Voting Member Position of the Airport Advisory Commission. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

6.3 AAC Voting Member Application Review/Recommendation

Airport Manager Coyle presented applications for the voting member position. Each applicant introduced themselves to the AAC. AAC members discussed the applicants prior to making a recommendation to the City Commission. Commissioner Kreger stated that the Commission would review all applicants and would also consider the recommendation of the AAC before appointing an individual to the commission.

A motion was made by Member Austin, seconded by Member Edlin, to recommend that the City Commission appoint Prudence Hostetter to the Voting Member Position of the Airport Advisory Commission. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

6.4 Airport Hangar Development Application Discussion – 8 Flags Aviation LLC

Airport Manager Coyle introduced an application from Mr. Brian Echard for development of hangars on the airport. Mr. Echard provided an image and overview of his proposal to develop shared-wall hangars on the south-east quadrant of the airport. Mr. Echard stated that, as a part of his business plan, he is interested in constructing storage hangars along Taxiway E adjacent to Jamestown Road. Mr. Coyle stated that the intent of the conversation was to provide an introductory view of the proposed location for development before moving forward with developing a site plan and engineering documents.

Member Edlin mentioned asked if Taxiway E would support use for hangar construction, and stated that he recalled a project for Twy E on the capital plan. Mr. Coyle stated that a project is considered to place taxiway edge lights along the taxiway in the future. Mr. Echard stated that he is comfortable with the existing condition of Taxiway E for development of hangars.

Mr. Coyle showed the Airport Layout Plan from the 2015 Master Plan to the AAC. Mr. Coyle stated that the consideration for development on that side of the airport included storm water and tree work which would need to be accomplished along Taxiway B, and that Taxiway E did not include the same site work required for development of the site.

Member Behan asked if the development proposal would include transient and base aircraft, and Mr. Echard stated that he would provide hangar space for both and would utilize his staff to provide movement services. Member Behan stated that his only concern would be

increased activity crossing the airport, and Mr. Echard stated that no vehicle traffic would be approved outside the hangar area. Mr. Echard stated that a parking lot would be available for use adjacent to the hangar space.

Member Edlin asked if development of this area would prohibit use for parking during Concours d'Elegance. Mickey Baity stated that he had spoken with Mr. Echard and Mr. Coyle, and that this development would have minimal impact on the parking for the event given the fact that developing the site with pavements would improve parking conditions.

7. Airport Manager and Staff Reports:

Airport Manager Coyle mentioned that the airport would be featured in the June/July issue of Airport Improvement Magazine to provide an overview of the new airport terminal facility. Mr. Coyle stated that he would send out a link to the website for the magazine to the AAC.

Airport Manager Coyle stated that AOPA had recently released an RFP for airports interested in hosting a regional fly-in event at the airport. Mr. Coyle stated that an initial interest letter was due by mid-May with full submittal due later in the summer. All AAC members supported submission of the initial interest letter to AOPA.

Airport Manager Coyle shared a legal opinion letter sought and received by the County's property appraiser regarding application of ad valorem taxes to airport T-Hangars. The opinion letter provided an opinion that indicated that it would be appropriate to apply ad valorem taxes to the hangars. Mr. Coyle stated that he still had a number of questions regarding exemptions that are provided to FBOs in the existing statute and the fact that the airport provides commercial aircraft storage as a public purpose which seems to align with the intent of the statute for exemptions. Member Austin asked if providing a lease of T-Hangars to the FBO would meet the requirements for obtaining an exemption and Mr. Coyle stated that he did believe this would then meet the requirements for obtaining an exemption.

Mr. Coyle stated that he is finalizing an RFQ for consultant services and that he would have a draft RFQ completed within the next two weeks. Mr. Coyle asked if the AAC would be interested in serving on an evaluation commission to recommend selection as a part of that process. Member Colcord stated that he believed that the AAC would be available to support in any way possible.

Airport Manager Coyle asked if the commission would support a 5:30 PM start time for the June meeting to allow for presentation of a Wright Brothers Master Pilot Award to Art Paige prior to the commencement of the business agenda at 6 PM. The group supported the meeting beginning at 5:30 PM for issuance of the award to Mr. Paige.

Commissioner Kreger asked the group to confirm that the proposed location by Mr. Echard for development of hangars would be acceptable by the group. Mr. Coyle provided a review of the Airport Layout Plan again and shared considerations as to any potential impacts for

placement of a hangar development at that location. Mr. Coyle stated that he believed the considerations would be if the airport felt it was more appropriate to place corporate box hangars on the site or if the airport felt that the space should be reserved for another future FBO. Member Colcord stated that he felt the Master Plan provided general development guidelines and that the development proposal was within the general guidelines for development under the Master Plan. Mr. Coyle asked the group if development of this site would preclude another FBO from coming into the airport. Member Colcord stated that he felt there was sufficient property to support another FBO in the future and that it would not make sense to hold property with expectation of a potential FBO development in the future. Member Austin also stated that he believed that there would be sufficient property for placement of another FBO in the future.

8. Commission Member Reports and Comments:

Member Edlin asked for an update on the MOGAS survey which was previously circulated. Airport Manager Coyle stated that he would ask Mr. Echard for an update. Member Edlin also asked for more information about the PCN report provided to the AAC. Airport Manager Coyle provided an overview of the report and how the information would be published. Member Austin stated that the information should be a part of the due-diligence of pilots as a part of their pre-flight planning process.

No other comments were received.

9. Next Meeting Date: The group agreed that the next meeting date would be held on Thursday June 14, 2018, beginning at 5:30 PM.

10. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 8:00 p.m.

Secretary

Chuck Colcord, Chairperson

Terminal Facility Ribbon Cutting Dignitary Invitation List – October 13, 2018

**** Requesting input from the AAC for dignitaries to be added to this list for invitations to the airport ribbon cutting event**

1. POTUS
1600 Pennsylvania Avenue, N.W.
Washington, DC 20500
2. Governor Rick Scott
400 S Monroe Street
Tallahassee, FL 32399
3. Senator Aaron Bean
13453 North Main Street
Jacksonville, FL 32218
4. Senator Bill Nelson
1301 Riverplace Blvd, #2010
Jacksonville, FL 32207
5. FAA Southern Region Director
Steven Hicks
1701 Columbia Ave.
College Park, GA 30337
6. FAA Orlando ADO (Richard Owen and Stephen Wilson)
8427 South Park Circle, Suite 524
Orlando, FL 32819
7. Director of the Florida Department of Economic Opportunity (DEO)
Cissy Proctor
107 East Madison Suite
Caldwell Building, MSC 160
Tallahassee, FL 32399
8. Secretary of the Florida DOT

Mike Dew
605 Suwannee Street
Tallahassee, FL 32399

9. Florida DOT Financial Office

Barbara Cloud
2198 Edison Avenue, MS 2806
Jacksonville, FL 32204

10. Passero Associates Senior Leadership

11. F&G Construction Senior Leadership

12. AOPA CEO and/or Regional Leadership

Mark Baker
421 Aviation Way
Frederick, MD 21701

13. Fernandina Beach City Commissioners and County Commissioners

14. Jacksonville Area Naval Leadership (NAS JAX CC)

15. Concours d'Elegance – Mr. Bill Warner

16. Local Flying Organizations to include FOFA, EAA, and CAP representatives

Nathan Coyle

Subject: FW: KFHB TAA Files

From: Melissa.Rivera@faa.gov [<mailto:Melissa.Rivera@faa.gov>]

Sent: Wednesday, June 06, 2018 3:50 PM

To: Sherry.Lawless@faa.gov

Cc: sonya.h.busch@faa.gov; joseph.w.newkirk@faa.gov; Aaron.Herum@faa.gov; Nathan Coyle; Nathan Coyle

Subject: RE: KFHB TAA Files

Excellent. Thank you!

Melissa Rivera
Eastern FPT (FL, PR, VI)
OSG, AJV-E24
O 404-305-5597
C 808-386-7680

From: Lawless, Sherry (FAA)

Sent: Wednesday, June 06, 2018 3:42 PM

To: Rivera, Melissa (FAA)

Cc: Busch, Sonya H (FAA); Newkirk, Joseph W (FAA); Herum, Aaron (FAA); Nathan Coyle; Nathan Coyle

Subject: FW: KFHB TAA Files

Hi Melissa,

After review we don't foresee any issues and should be able to support.

Thank you,

Sherry Lawless

ATC Support Specialist
Jacksonville ATCT/TRACON
wp: (904) 741-0770

From: Newkirk, Joseph W (FAA)

Sent: Wednesday, June 06, 2018 3:16 PM

To: Lawless, Sherry (FAA) <Sherry.Lawless@faa.gov>

Subject: RE: KFHB TAA Files

I don't see any obvious issues with any of the approaches.

From: Rivera, Melissa (FAA)

Sent: Tuesday, April 24, 2018 3:43 PM

To: Malone, Tevar CTR (FAA); Lawless, Sherry (FAA)

Cc: 'Nathan Coyle'; Hintz, Cindy M (FAA)

Subject: FW: KFHB TAA Files

Thank you, TeVar!

Hi Sherry,

I hope the attached documents will suffice for ATC to consider additional approaches to FHB RWYs 9, 27 and 31. I apologize for not being able to provide the standard feasibility documents. We are transitioning to a new procedure design platform and our old system no longer generates the standard documents.

Thanks,

Melissa Rivera
Eastern FPT (FL, PR, VI)
OSG, AJV-E24
O 404-305-5597
C 808-386-7680

From: Malone, Tevar CTR (FAA)
Sent: Tuesday, April 24, 2018 10:09 AM
To: Rivera, Melissa (FAA)
Subject: KFHB TAA Files

Good morning Melissa, I hope all is well. Attached to this emails in the files associated with the TAA study of KFHB runways. Feel free to contact me if you have any questions, comments, or concerns.

Te'Var A. Malone

Flight Procedures Team
Contract Support (NISC III), AJV-E24

Leidos Corp.

FAA 1701 Columbia Ave
3rd Floor, Cube 366
College Park, GA 30337
404-305-5945 (office)

Tevar.CTR.Malone@faa.gov

Tevar.A.Malone@leidos.com



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AIRPORT 420

AIRPORT 420-

	ACTUAL 2013-2014	ACTUAL 2014-2015	ACTUAL 2015-2016	YTD 2017-2018	BUDGET 2017-2018	
REVENUES						
331.1000 AIRPORT CERT GRANT						
331.2000 FEMA GRANT						
332.2000 FAA GRANT	251,363	283,842	20,676	320,720	500,000	Additional
331.2010 FAA GRANT ADMINISTRATION						
332.3000 FDOT GRANT	526,806	327,761	84,023	747,238	1,625,000	
332.3010 FDOT - ADMINISTRATION						
332.5000 OTHER				306,364	470,000	Additional
349.7000 FBO LEASE						
349.7010 FUEL SALES	41,744	40,074	29,626	22,128	35,000	63.2%
349.7050 LEASE PAYMENTS						
349.7051 LEASE PAYMENTS - LAND LEASE	36,492	36,554	36,554	34,702	37,240	93.2%
349.7052 LEASE PAYMENTS - BUILDING LEASE			(3,758)			
349.7053 LAND LEASE - AMELIA RIVER	182,803	183,358	199,431	130,761	199,500	65.5%
349.7054 LAND LEASE PAYMENTS - NON-TAXABLE	27,846	28,067	32,682	22,257	33,295	66.8%
349.7500 RENT/LEASE PAYMENTS - City Built	261,831	279,529	306,264	180,342	306,503	58.8%
361.1000 INTEREST						
362.0000 LOSS						
364.4200 INSURANCE PROCEEDS				131,455		
384.1000 PROCEEDS FROM LOAN				1,000,000	1,000,000	
384.1100 PROCEEDS - LOAN FR/FORGIVENESS						
GENERAL FUND						
369.9000 OTHER REVENUE	24,853	32,313	59,308	45,105	90,000	
369.9100 LATE FEES	438	956	3,083	1,315		
369.9200 Gain on Sale of Assets						
381.1000 TRANSFERS IN GENERAL FUND						
389.1000 CASH BALANCE FORWARD	662,146	744,145	865,339	1,081,100	1,020,700	
TOTAL	2,016,322	1,956,599	1,633,228	4,023,485	5,317,238	

AIRPORT 420**AIRPORT
420-4200-542.**

	ACTUAL 2013-2014	ACTUAL 2014-2015	ACTUAL 2015-2016	YTD 2017-2018	BUDGET 2017-2018	
PERSONNEL SERVICES						
1200 SALARIES	43,536	52,905	84,567	75,701	119,340	
1300 TEMPORARY		-			-	
1350 PART TIME	343	505	72		-	
1400 OVERTIME					-	
1600 LONGEVITY						
2100 FICA	3,400	4,135	5,888	5,399	9,130	
2200 RETIREMENT	9,995	13,638	16,886	30,450	40,600	
2300 HEALTH	7,992	8,497	9,029	18,852	18,448	
2301 LIFE	224	270	325	395	743	
2350 OPEB COSTS	669	1,813	708	1,165	785	
2400 WORKERS' COMP	1,270	1,345	930	1,550	2,067	
2500 UNEMPLOYMENT						
TOTAL	67,429	83,108	118,405	133,512	191,113	70%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	18,511	5,422	14,565	7,084	40,000	
3200 AUDIT	6,255	6,615	6,795	5,096	6,795	
3400 CONTRACTUAL	24,580	43,573	27,669	32,739	53,535	
3900 AUTO ALLOWANCE/ Housing			500	-		
3910 HOUSING ALLOWANCE				2,000	2,000	
4000 TRAINING/TRAVEL	1,375	2,250	378	445	3,000	
4100 COMMUNICATIONS	996	959	883	590	1,922	
4101 COMMUNICATIONS - CELL	479	412	453	991	2,000	
4103 COMMUNICATIONS - INTERNET	531	443	2,152	1,298	5,750	
4200 POSTAGE	19	65	23	43	100	
4300 UTILITIES - ELECTRIC	28,579	20,836	20,503	11,715	20,000	
4310 UTILITIES - WATER & SEWER		8,129	8,254	6,080	11,000	
4400 RENTALS/LEASES					-	
4500 INSURANCE	46,968	39,556	44,576	35,946	47,928	
4610 R/M GROUNDS	16,792	33,203	51,276	255,330	279,850	
4620 R/M EQUIPMENT	538	484	2,006	1,500	1,500	
4630 R/M VEHICLES-LABOR	2,579	1,908	2,505	2,446	3,500	
4640 R/M VEHICLES-MATERIALS	3,363	3,970	2,489	3,990	3,500	
4700 PRINTING	1,455	890	702	-	2,500	
4800 PROMOTIONAL	94			-	1,500	
4900 OTHER CURRENT						

AIRPORT 420**AIRPORT
420-4200-542.**

	ACTUAL 2013-2014	ACTUAL 2014-2015	ACTUAL 2015-2016	YTD 2017-2018	BUDGET 2017-2018	
4910 BILLING COST	5,000	6,000	7,700	5,250	7,000	
5100 OFFICE SUPPLIES	35	23	247	-	300	
5200 OPERATING SUPPLIES	4,338	471	2,087	1,209	4,810	
5210 UNIFORMS		86	129	22	300	
5230 FUEL	6,807	3,929	5,513	3,907	8,500	
5240 CHEMICALS/MEDICAL SUPPL						
5400 BOOKS/SUBS/DUES	605	605	605	605	725	
TOTAL	169,899	179,829	202,010	378,287	508,015	74%
CAPITAL OUTLAY						
6200 BUILDINGS				3,210,662	4,280,000	
6300 IMPROVEMENTS	927,207	672,338	125,919	123	225,000	
6400 MACH./EQUIP.			25,389	-	-	
6401 MACH./EQUIP. Non-CAP				4,829	5,500	
TOTAL	927,207	672,338	151,308	3,215,614	4,510,500	71%
7000 JUDGMENT						
7100 PRINCIPAL	80,000	130,000	60,000	-	198,000	
7200 INTEREST	27,641	24,006	19,688	15,143	52,266	
7300 FINANCING COSTS				39,972	36,000	
TOTAL	107,641	154,006	79,688	55,116	286,266	19%
9100 TRANS TO G F / Repay GF Loan		-			-	
9900 CONTINGENCY	-	-	-	-	-	
9950 CONTINGENCY - Reserve						
	-	-	-	-	-	
DEPARTMENT TOTAL	1,272,176	1,089,281	551,411	3,782,528	5,495,894	

**SLACK
JOHNSTON
MAGENHEIMER**
REAL ESTATE APPRAISERS & CONSULTANTS

**7245 S.W. 87TH AVENUE, SUITE 300
MIAMI, FLORIDA 33173**

APPRAISAL OF REAL PROPERTY

**FAIR MARKET ANNUAL RENTAL FOR
VARIOUS AERONAUTICAL LAND AND IMPROVEMENTS
AT THE FERNANDINA BEACH MUNICIPAL AIRPORT,
FERNANDINA BEACH, NASSAU COUNTY, FLORIDA**

**APPRAISAL REPORT
SJM FILE: 18471**

PREPARED FOR

**MR. NATHAN COYLE
FERNANDINA BEACH MUNICIPAL AIRPORT
700 AIRPORT ROAD
FERNANDINA BEACH, FLORIDA 32034**



ANDREW H. MAGEHEIMER, MAI
CERT. GEN. RZ1073

THEODORE W. SLACK, MAI
(1902-1992)

THEODORE C. SLACK, MAI
(1931-2015)

SUE BARRETT SLACK, MAI
(RETIRED)

February 27, 2018

Mr. Nathan Coyle
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Nassau County, Florida 32034

RE: Appraisal Report – Fair Market Annual Rental for Various Aeronautical Land and Improvements at the Fernandina Beach Municipal Airport, Fernandina Beach, Nassau County, Florida
SJM File: 18471

Dear Mr. Coyle:

At your request, we have prepared an appraisal of the fair market annual rent for various aeronautical land and improvements at the Fernandina Beach Municipal Airport (FHB) as of January 31, 2018, the date of valuation. FHB is a general aviation airport owned and operated by the City of Fernandina Beach.

The scope of this analysis included a visit to the airport and the various properties that are the subject of this report, as well as market research regarding fair market rental rates for the various properties. The purpose of this analysis is to provide an indication of the fair market rental for the properties that are subject of this report. It should be clearly understood that this analysis is limited to a rental analysis of the properties described herein and has not considered the market value of the fee simple or leased fee interests in the land or building improvements at the airports. It is our understanding the appraisal will be used for the purpose of rental adjustments for existing tenant and negotiating with future tenants.

The appraisal report states our opinion of fair market rent, subject to various assumptions and limiting conditions contained in this appraisal report. The property visit and analyses forming the basis of our valuation have been performed by the undersigned. The appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

Mr. Nathan Coyle
February 27, 2018
Page Two

The following report contains the results of our investigations and the explanation of the approaches to value.

Respectfully submitted,

SLACK, JOHNSTON & MAGENHEIMER, INC.



Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073



Zachary J. Olen, MAI
CERT. GEN. RZ3124

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Appraised: Various land and improvements at the Fernandina Beach Municipal Airport (FHB), City of Fernandina Beach, Nassau County, Florida

Property Type: Aeronautical Land and Buildings

Ownership: City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Interest Appraised: Fair market rental

Date of Report: January 31, 2018

Date of Valuation: February 27, 2018

Value Indications:

<u>Aeronautical Land</u>	<u>Annual Rent/Sq. Ft.</u>
	\$0.20

<u>Aeronautical Buildings</u>	<u>Building Type</u>	<u>Monthly Rent/Unit</u>
Building 1	T-Hangar	\$300
Building 2	T-Hangar	\$300
Building 3	T-Hangar	\$300
Building 4	T-Hangar	\$300
Building 5	T-Hangar	\$300
Building 6	T-Hangar	\$300
Building 7	T-Hangar	\$300
Building 8	T-Hangar	\$400
Building 9	T-Hangar	\$575
Buildings 1-7	T-Hangar w/Bonus Area	\$335
Building 8	T-Hangar w/Bonus Area	\$435
		<u>Annual Rent/Sq. Ft.</u>
Building FBO Bulk	Hangar	\$3.00 (1)
Building FBO Bulk	Terminal	\$5.00 (1)
Building A	Maintenance Hangar	\$3.50 (1)
Building B	Maintenance Hangar	\$4.00 (1)
Building C	Quonset Hangar	\$2.25 (1)
Storage Units B,C,D,E,F & H	T-Hangar End Storage Units	\$5.60 (2)
Storage Units A & G	T-Hangar End Storage Units	\$12.00 (2)

Note (1): Rent includes only the land under the building and on a gross basis.

Note (2): Refer to Storage Unit Rental Analysis section.

FHB AERIAL PHOTOGRAPH



CERTIFICATION

We certify that, to the best of our knowledge and belief, ...

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- we have no present or prospective interest in the properties that are the subject of this report and no personal interest with respect to the parties involved.
- we have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice (USPAP).
- the undersigned has made a visit to the property that is the subject of this report.
- no one provided significant real property appraisal assistance to the persons signing this certification.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- we have not performed any services regarding the subject property within the prior three years.
- as of the date of this report, Andrew H. Magenheimer and Zachary J. Olen have completed the continuing education program for Designated Members of the Appraisal Institute.

SLACK, JOHNSTON & MAGENHEIMER, INC.



Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073



Zachary J. Olen, MAI
CERT. GEN. RZ3124

ASSUMPTIONS AND LIMITING CONDITIONS

The appraisal is subject to the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. No legal opinion related to a title search was provided and all existing liens and encumbrances, including deed restrictions and developers agreements, have not been investigated unless otherwise stated. The property is appraised as though free and clear.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others has been gathered from sources deemed to be reliable, however, no warranty is given for its accuracy.
5. All engineering and surveying is assumed to be correct. Any sketches, plats, or drawings included in this report are included to assist the reader in visualizing the property. We have made no survey of the property, and assume no responsibility in connection with such matters.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for unusual soil conditions and no opinion as to these matters is to be inferred or construed from the attached report other than those specifically stated in the report. Unless stated otherwise, the soil conditions of the subject property are assumed to be adequate to support development utilizing conventional construction techniques. We recommend the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

11. Any proposed or partially completed improvements included in this report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
12. Our estimates of future values were formulated based upon market conditions as of the date of appraisal, considerate of future projections concerning supply and demand. The appraiser has no responsibility for significant events that alter market conditions subsequent to the effective date or dates of appraisal.
13. This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.
14. The appraiser, by reason of this report, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
15. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser. The use of this report in any public offering or syndication document is specifically prohibited.
16. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. It is recommended that the client retain an expert in this field, if needed.
17. Disclosure of the contents of this report by the appraiser is controlled by the Appraisal Institute of which one or more signatures of this report is an MAI member and by the Florida Department of Professional Regulation, Division of Appraisal State Certification. The analysis and value conclusions, as well as non-public information about the subject property, are confidential matters and cannot be divulged to any persons other than the party for whom the report is prepared.

Exceptions to this confidentiality provision are requests by committees of the Appraisal Institute or the Florida Department of Professional Regulations for peer review, and subpoenas by any court having jurisdiction to request production of the report.

18. Section 404.056(8) of the Florida Statutes requires that prior to or at the time a rental agreement or contract for any building is executed, the following disclosure statement must be issued:

"RADON GAS: is a naturally occurring gas that, when it has accumulated in a building in sufficient quantities, may present risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your public health unit."

19. Acceptance or use of this report constitutes acceptance of the preceding conditions.

OWNERSHIP, LEGAL DESCRIPTION AND HISTORY OF THE PROPERTY

Ownership

FHB is owned and operated by the City of Fernandina Beach, 204 Ash Street, Fernandina Beach, Nassau County, Florida 32034. The subject land and buildings are represented to be property of the City. There are no known transfers of ownership of the subject property within the past five years. It should be clearly understood that the identification of ownership and title analysis was not performed and is beyond the scope of this appraisal.

Legal Description

The complete legal description of FHB was not provided for our review. FHB is legally described as portions of Sections 6 and 8, Township 2 North, Range 28 East of Nassau County, Florida.

Property History

Fernandina Beach Municipal Airport (FHB) is located on Amelia Island, south of the central business district of Fernandina Beach. The airport contains 848 acres, with a runway configuration of 4/22, 13/31 and 9/27. The airport was originally built as a training facility by the United States Navy during World War II. In 1946, ownership of the airport was transferred to the City of Fernandina Beach. FHB is one of the general aviation airports in the region that serve as reliever airports to Jacksonville International Airport. Currently, primary aviation services are provided by McGill Aviation as the full-service fixed base operator (FBO). The City has entered into a lease agreement with 8 Flags Aviation, LLC to be the new fixed base operator at the airport. A new FBO terminal building is currently under construction.

INTENDED USE, INTENDED USER AND DATE OF THE APPRAISAL

The purpose of our analysis is to develop and report an estimate of the fair market rent for the various aeronautical land and improvements at the Fernandina Beach Municipal Airport (FHB). The date of valuation is January 31, 2018 and the date of the report is February 27, 2018. It is our understanding the appraisal will be used for the purpose of rental adjustments for existing tenants and negotiating with future tenants. The client and intended user of this report is the City of Fernandina Beach.

SCOPE OF THE APPRAISAL

The scope of this appraisal report is to provide an analysis of the various properties that are the subject of this report and their surrounding environment in order to estimate the highest and best use and the fair market rental for the various land and improvements. We have made recent visit to the properties and reviewed factual data concerning their condition. The data reviewed included available site plans, surveys and other items provided by the client, including the airport master plan, minimum standards and lease information for FHB.

As stated, this report is limited to an estimate of the fair market annual rent for the various properties that are the subject of this report as of January 31, 2018, the date of valuation. This appraisal included an estimation of the highest and best use of the subject properties. This analysis includes a visit to the properties, gathering information concerning potential uses of the properties, as well as a review of market conditions for the properties. The aeronautical properties are located within the Airport Operating Area (AOA) of each airport, with limited potential uses due to this designation. The scope of our market rental analysis for the subject aeronautical land and buildings was based on comparison with similar properties. The focus of the rental analysis is general aviation airports within the northern regions of Florida.

Our research included a review of the method of establishing rental rates and charges for aeronautical properties. Generally, aeronautical properties within Florida do not sell and; therefore, determining rental rates and charges based on capitalization rates and sales prices is not possible. There are two methods typically utilized to estimated rental rates of aeronautical properties: 1) market comparative analysis based on market research and 2) a comparison of non-airport (off-port) land values and improvement values to airport (on-port) properties.

It is our opinion that the on-port/off-port method of estimating rental rates for aeronautical property is a less reliable way of estimating market rents, especially when comparable airport rental information is available. Inherent in ownership of real estate is the "bundle of rights" that each property possesses. In most areas, aeronautical properties are owned by aviation authorities and may only be used by leasing the property. In addition to the ownership differences in non-aviation and aeronautical properties, the permitted use of properties differ greatly. Generally, the FAA mandates that aeronautical properties may only be used for aeronautical related uses; therefore, it is difficult to quantify the impact of this restriction on airport properties and relate it to a unit of comparison for estimating rental rates with non-aviation properties of different use (e.g. industrial or commercial property).

Furthermore, "market rent" is generally defined as the rent a property would command as indicated by the current rents paid and asked for similar property. It is our opinion that the

restriction of use of aeronautical property is so finite that they cannot be compared to non-aviation property.

It is our opinion that market research produces the best method of estimating market rental rates between similar property types. This method serves as the basis for our estimation of the fair market rental for the various properties that are the subject of this report.

As stated, our general aviation survey included over 50 airports within the State of Florida. These airports included a variety of general aviation to large hub commercial airports. Our survey indicates that, although there is a wide variation in geographic locations and non-aviation property values throughout the state, there are several similarities in rental rates and charges for various components at the airports based on the airport use (general aviation and commercial).

The scope of our survey has included a mail questionnaire and telephone interviews with airport managers and fixed base operators (FBO). In addition, our analysis included a review of several secondary aviation data sources.

The primary focus of our survey was rental rates and charges for aeronautical properties. The airports have been compared based on location, physical size, annual operations, based aircraft and fuel flowage. The data collected includes statistical information described above, as well as rates and charges for various types of aeronautical properties.

For the purpose of this portion of the appraisal, aeronautical land, pavement, building rental rates and user fees were the focus of our analysis. The wide variety of airports included in our survey necessitated a review of the units of comparison used to compare airports to one another. Airports were compared based on activity levels relating to geographic locations, physical size, number and length of runways, based aircraft, annual operations and fuel flowage. In our research, the focus of airport comparisons was based on geographic location and relationships between based aircraft, operations and fuel flowage. The valuation section of this report will further discuss the comparison of airport properties.

Our research has focused on the best available data concerning each of the different property types described herein, as of the date of valuation. It is our opinion that the above described valuation methods produce a reliable indication of fair market rental rates for the various properties that are the subject of this report.

DEFINITION OF VALUE AND INTEREST APPRAISED

The Uniform Standards of Professional Appraisal Practice (USPAP 2018-19) defines **Market Value** as "a type of value, stated as an opinion, that presumes the transfer of a property (i.e. a right of ownership or a bundle of rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal."

We have relied on the Dictionary of Real Estate Appraisal, Sixth Edition, definition of **Market Value** as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Federal Register 77472, Volume 75, No. 237, December 10, 2010)

Other pertinent definitions from the Dictionary of Real Estate Appraisal, Sixth Edition, as follows:

Fee Simple Estate is the "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

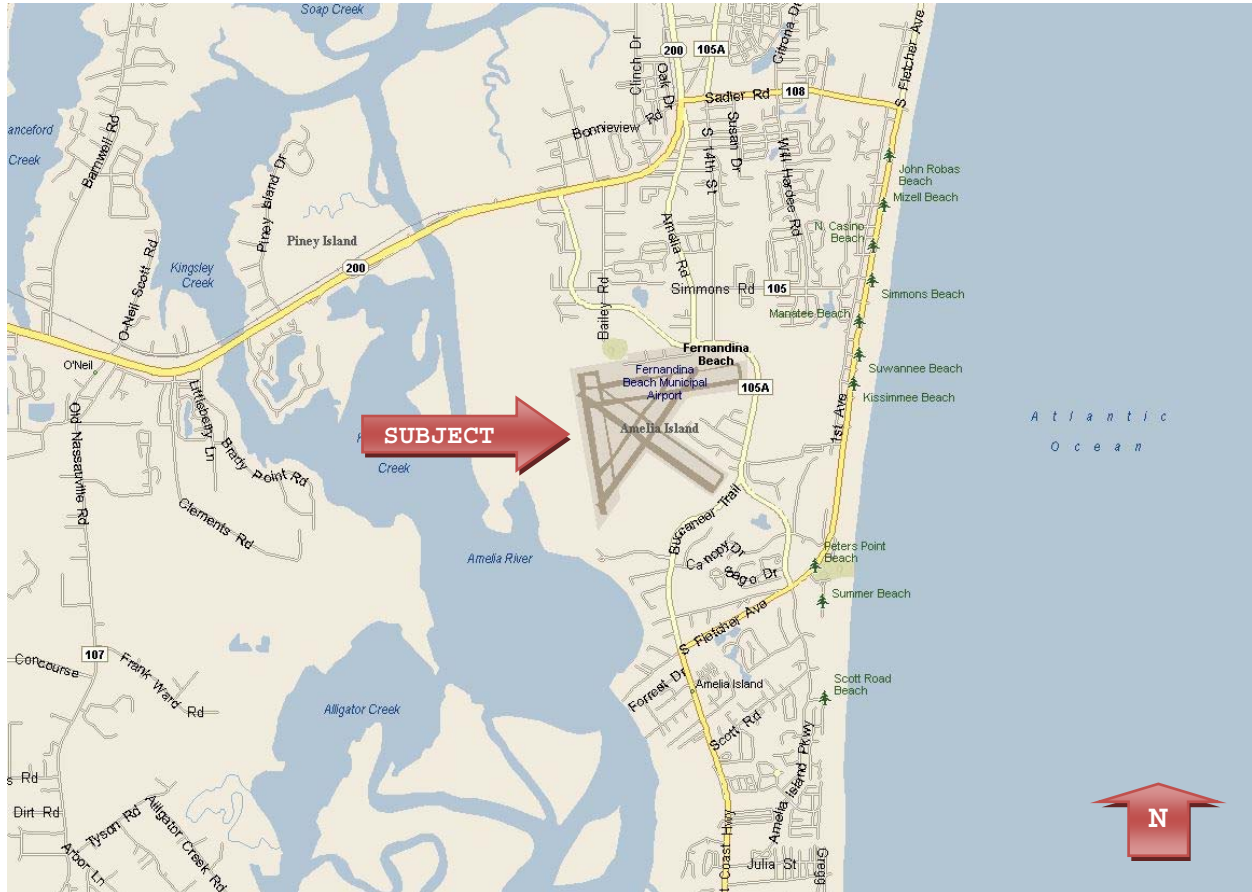
Leased Fee Interest is "a freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease)".

Leasehold Interest is the "interest held by a lessee (tenant) through a lease transferring the rights of use and occupancy for a stated term under certain conditions."

Market Rent is “the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).”

AREA DISCUSSION

Fernandina Beach Municipal Airport (FHB) is located on Amelia Island in eastern Nassau County in northeast Florida. The recipients of this report are familiar with the Nassau County and Fernandina Beach areas and the area analysis is therefore limited.



AVIATION OVERVIEW

The aviation industry in northeastern Florida is characterized by numerous smaller general aviation airports with a regional large hub commercial airport located in the vicinity of areas of population concentration. The large regional commercial airports in the area include Jacksonville International.

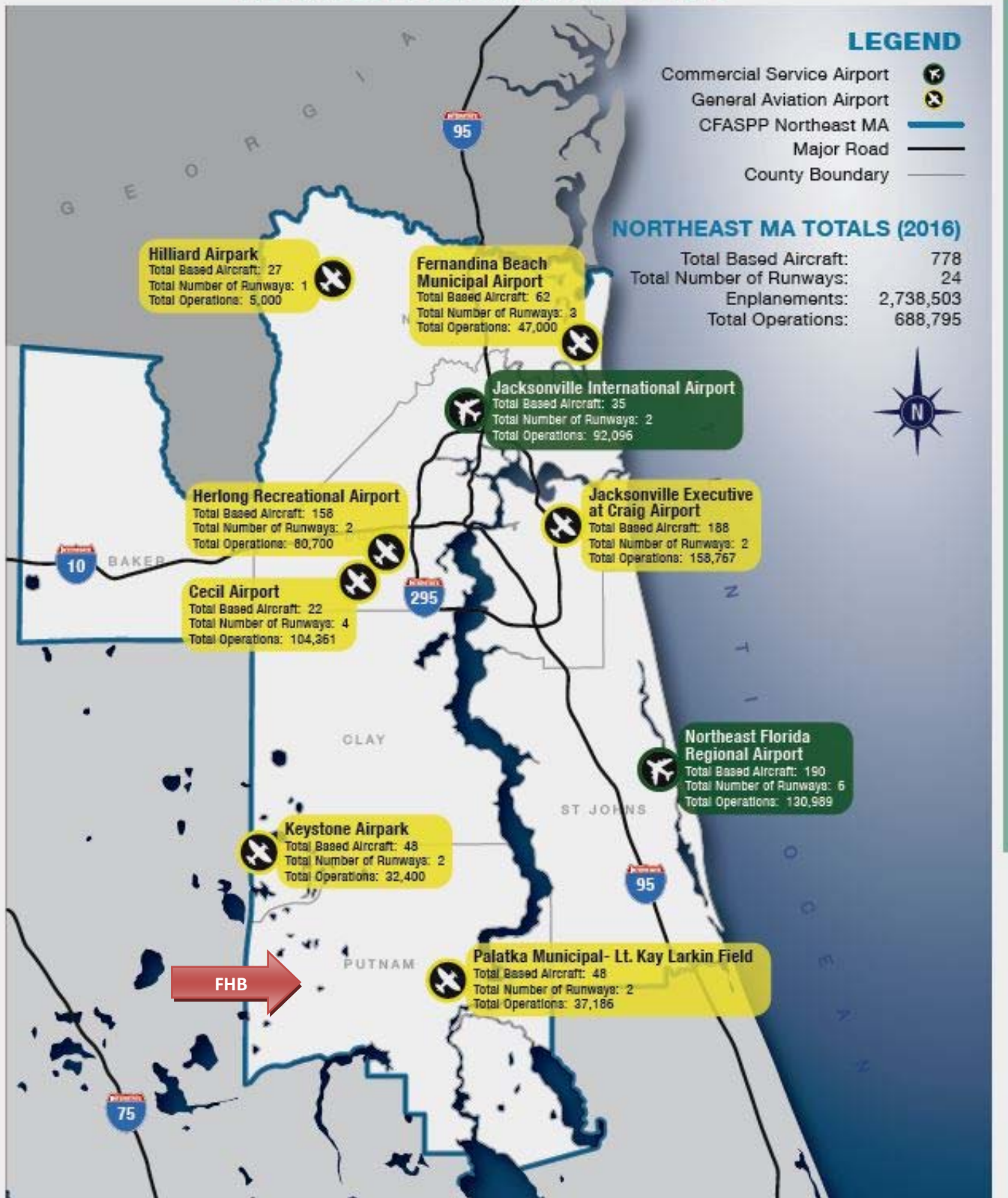
<u>Airport</u>	CY 2016 <u>Enplanements</u>	<u>Hub Size</u>
Jacksonville International	2,704,278	Medium

A review of the “Florida Aviation System Plan 2025” (FASP) prepared by the Florida Department of Transportation (FDOT) and Federal Aviation Administration (FAA) identifies 131 public airports in Florida. The FASP classifies airports within Florida into two general categories: Commercial Service and General Aviation. Within Florida, the FASP identifies 19 commercial airports and 112 community (general aviation) airports. The FASP divides the state into nine regions and identifies the airports within each region according to the use classification. FHB is classified as a “general aviation” airport. The FASP identifies the public airports in the Northeast Florida Metropolitan area as follows:

<u>Commercial Airports</u>	<u>Community Airports</u>
Jacksonville Int’l	Cecil
Northeast Florida Reg’l	Fernandina Beach Municipal
	Herlong Recreational
	Hillard Airpark
	Jacksonville Executive at Craig
	Keystone Airpark
	Palatka Municipal-Lt. Kay Larkin Field

The FASP is useful in establishing the universe of airports within the state and segregating the airports based on use characteristics. The FASP helps identify the airports which are similar in terms of geographic location and use. In our analysis, we researched aeronautical land and building rental rates at smaller general aviation airports within northern Florida. Please refer to the valuation section which follows.

Northeast Florida CFASPP MA



Fernandina Beach Municipal Airport (FHB)

As discussed, Fernandina Beach Municipal Airport (FHB) is located on Amelia Island in eastern Nassau County and is owned and operated by the City of Fernandina Beach. FHB is a general aviation airport that serves recreational and corporate general aviation needs of Nassau County.

The airport property contains 848 acres and is comprised of aeronautical uses. The aeronautical land is the property included in the Airport Operating Area (AOA). The AOA is generally referred to as the area around the airport "inside the fence" and includes the runways, ramps, control tower, general aviation and support areas.

The aeronautical land at the airport is mostly developed with several different general aviation improvements including t-hangars, bulk and maintenance hangars and a central FBO facility. There is currently a new terminal building under construction. The improvements at the airport consist of the original airport improvements, as well as tenant-constructed improvements. FHB has three runways in a 4/22, 9/27 and 13/31 configuration. The following is a summary of the FHB airport facilities:

Location

Coordinates: N 30°36.71'
W 81°27.67'
Elevation: 15.7'

Airport Facilities

Hours of Operation: 1300-0100Z
Control Tower: No
U.S. Customs: No
Fire/Rescue Station: No
Runways:
4-22 5,301' x 100' Asphalt
13-31 5,152' x 100' Asphalt
9-27 5,000' x 100' Concrete
Approaches: GPS
Lighting: Beacon
Runway 4-22 - MIRL, REIL, PAPI
Runway 13-31 - MIRL, REIL, PAPI
Runway 9-27 - MIRL, PAPI



DME-	UHF Standard Distance Measuring Equipment
GPS-	Global Positioning System
MIRL-	Medium Intensity Runway Lighting
ILS-	Instrument Land System
MALSR-	Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights
REIL-	Runway End Identifier Lights
PAPI-	Precision Approach Path Indicator
RNAV-	Radio Navigation Aids
VASI-	Visual Approach Slope Indicator

The following are operational statistics for FHB. The operation information for FHB was provided by the airport manager. The operation information for Florida was taken from the FAA's "Airport Operations at Airports with Control Towers".

FHB & Florida Airport Operations

Year	FHB	% change	Florida	% change
2013	47,000		3,921,724	
2014	47,000	0.0%	3,906,328	-0.4%
2015	47,000	0.0%	3,918,297	0.3%
2016	47,000	0.0%	3,868,795	-1.3%
2017	47,000	0.0%	3,919,436	1.3%

According to the airport manager, the based aircraft at FHB since 2013 is as follows:

FHB Based Aircraft

Year	Based Aircraft	% Change
2013	63	
2014	63	0.0%
2015	63	0.0%
2016	63	0.0%
2017	63	0.0%

According to the airport manager, the fuel volume at FHB is as follows:

FHB Fuel Flowage

Year	AvGas	JetA	Total	% Change
2013	38,830	187,153	225,983	
2014	42,584	170,514	213,098	-5.7%
2015	47,366	185,568	232,934	9.3%
2016	48,437	197,613	246,050	5.6%
2017	43,505	208,978	252,483	2.6%

In addition, according to the FAA's U.S. Civilian Airmen Statistics, the licensed pilots in Nassau County and Florida since 2012 are divided by category as follows:

Nassau County Airmen Population					
Year	Total	Commercial	Airline Transport	Student	Private
2012	293	60	104	39	87
2013	285	59	103	37	83
2014	285	58	102	34	87
2015	277	49	98	42	84
2016	270	50	104	40	72

Florida Airmen Population					
Year	Total	Commercial	Airline Transport	Student	Private
2012	52,566	10,336	15,577	11,946	14,302
2013	52,437	9,953	16,165	12,185	13,694
2014	52,967	9,786	16,770	12,501	13,437
2015	54,254	9,797	17,222	13,177	13,552
2016	55,692	9,959	18,249	13,844	13,090

Summary

The above statistics of airport activity at FHB were analyzed in terms of the business trends in the area, as well as for purposes of comparison with other airports. The level of operations at an airport is a general measure of airport activity. At airports with control towers, operations are measured by the FAA standards in terms of air carrier, air taxi, general aviation and military operations. The operations are further classified as "local" or "itinerant" operations. A review of the total and general aviation operations provides a basis of airport comparison, as well as trends in airport activity.

Based on our analysis of general aviation operations at general aviation airports in Florida, the trend over the past few years has been stable and seen some growth in operations. Based aircraft and fuel volume are further measures of airport activity of particular importance to general aviation airports. The trends at FHB reflect stability with increases in fuel flowage over the past several years, it is considered to generally follow the statewide trends.

The population of civilian airmen is another measure of business climate for the general aviation industry. A review of the civilian airmen population within Nassau County over the past five years indicates a stable population across the board.

The overview of the airport activity requires the prioritization of the information. The general aviation operations, based aircraft and fuel volume are considered the most important measures of airport activity for the purpose of this analysis. The trends in general aviation are considered to have followed general economic conditions over the past several years.

DESCRIPTION OF THE PROPERTIES

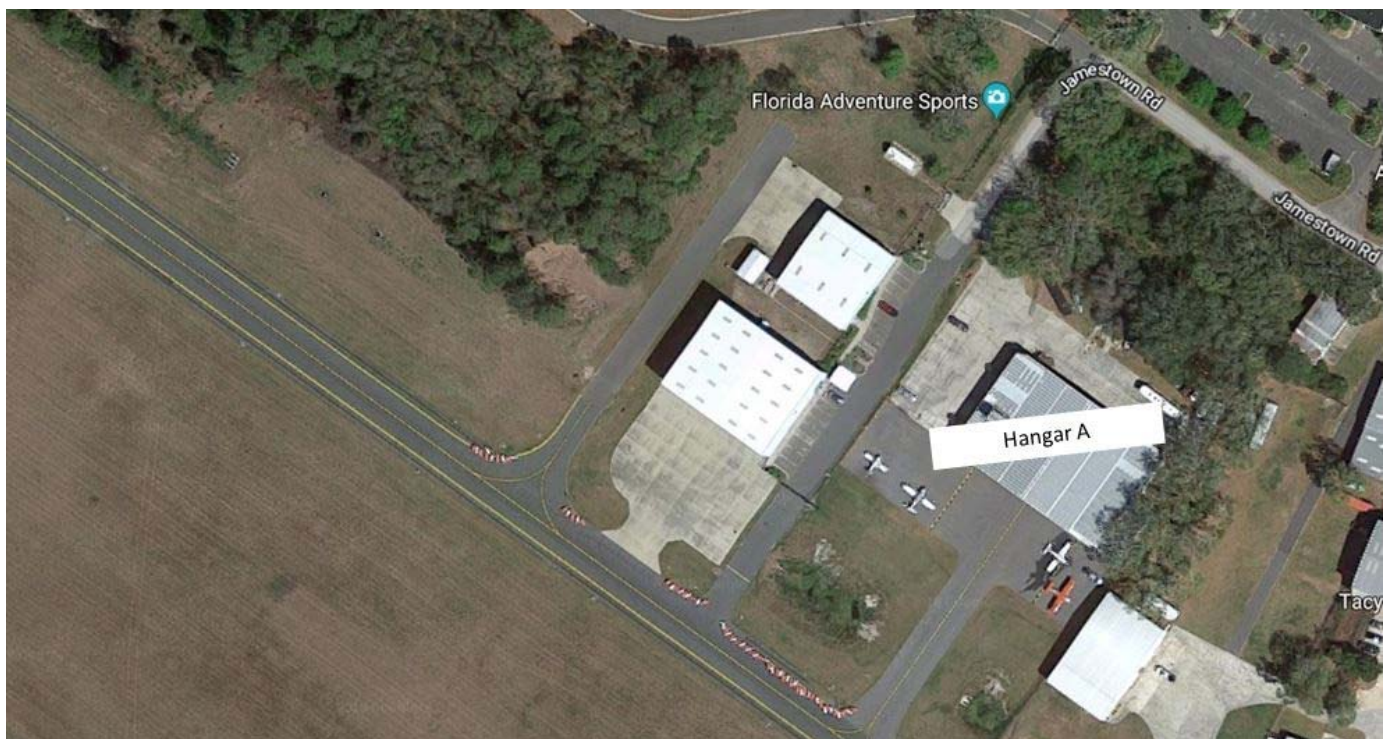
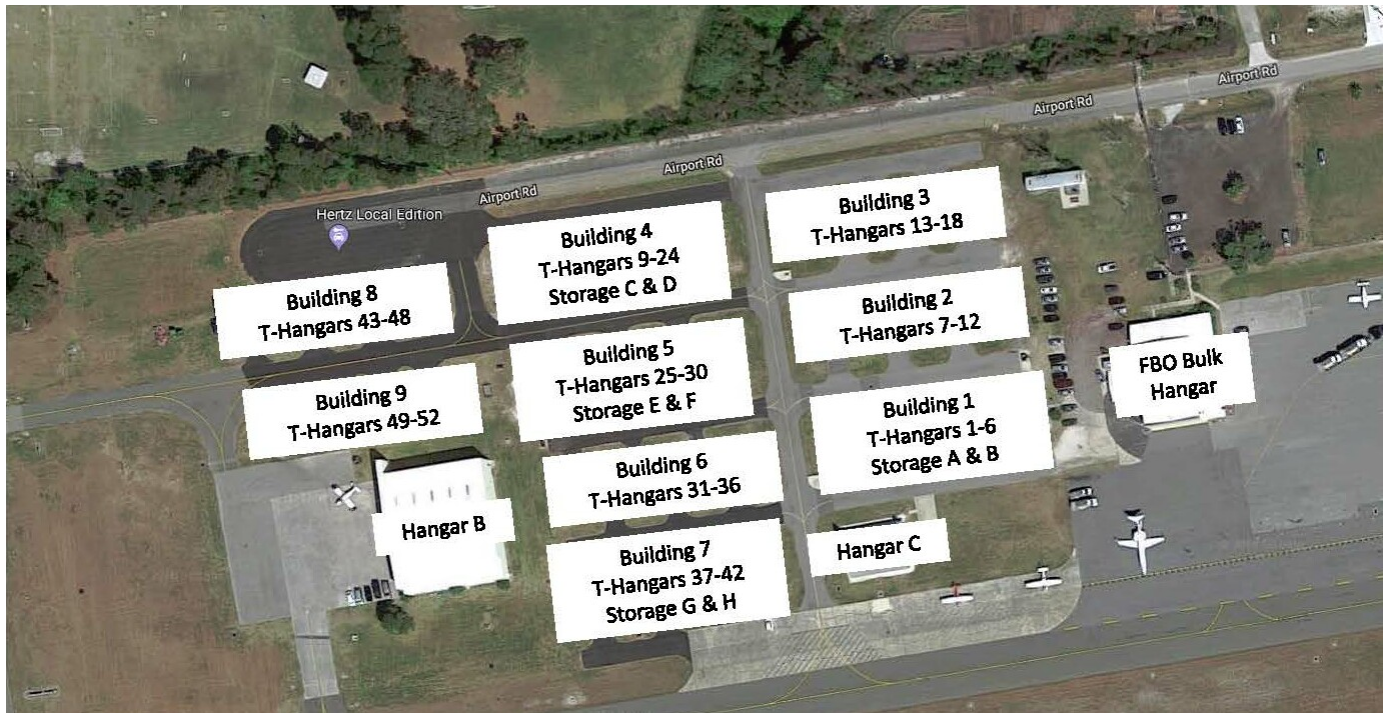
Our analysis of FHB includes aeronautical land and various aeronautical buildings as described herein. The aeronautical buildings include bulk hangars, t-hangars, a quonset hut hangar and various t-hangar end storage units.

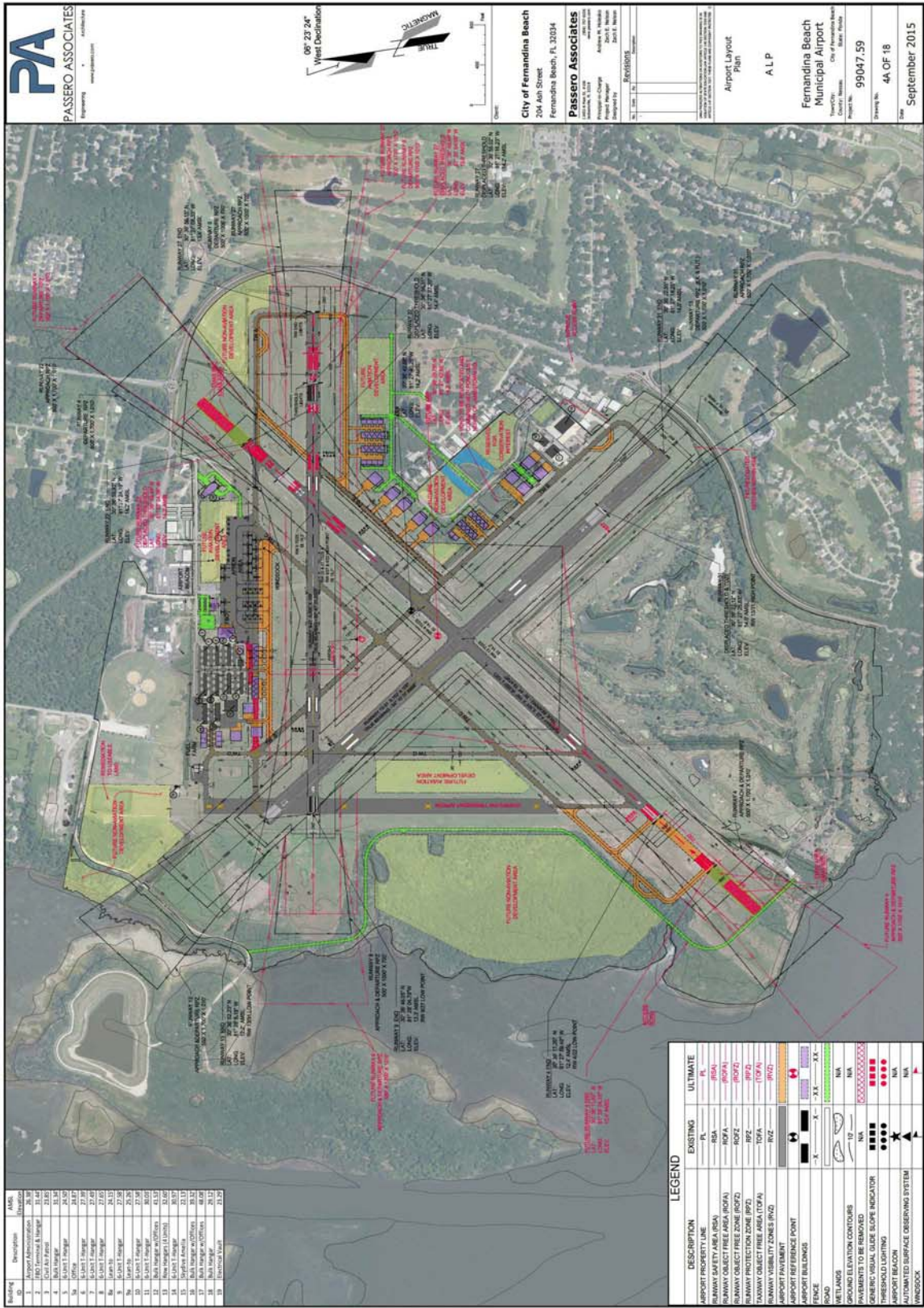
Our analysis included exterior inspections of the existing buildings and interior inspections of those buildings where access was permitted by the tenants. Our analysis also included a review of available information (rent roll, surveys, site plans, building sketches, etc.) and a recent visit to the properties. The parcel information was further verified with the Nassau County Property Appraiser's (NCPA) parcel information. It was noted, due to the government ownership, the entire airport is exempt from ad valorem real estate taxes.

FHB is located within the City of Fernandina Beach and is zoned I-1 (Light Industrial) associated with its airport use. The I-1 zoning permits a variety of uses, including airports. Our analysis of the aeronautical properties at FHB took into consideration the zoning of these properties, as well as the airport development plans and minimum standards. The properties are considered a permitted and conforming use. A summary of the FHB aeronautical buildings is as follows:

<u>Aeronautical Buildings</u>	<u>Building Type</u>	<u>Tenant</u>
Building 1	T-Hangar	Various
Building 2	T-Hangar	Various
Building 3	T-Hangar	Various
Building 4	T-Hangar	Various
Building 5	T-Hangar	Various
Building 6	T-Hangar	Various
Building 7	T-Hangar	Various
Building 8	T-Hangar	Various
Building 9	T-Hangar	Various
Building FBO Bulk	FBO Hangar	McGill Aviation
Building A	Maintenance Hangar	Fernandina Beach Aircraft Maint.
Building B	Bulk Hangar	Island Aviation
Building C	Quonset Hangar	N/A
Storage Units	T-Hangar End Storage Units	Various
Built Out Storage Units	T-Hangar End Storage Units	Various

FHB Aeronautical Buildings



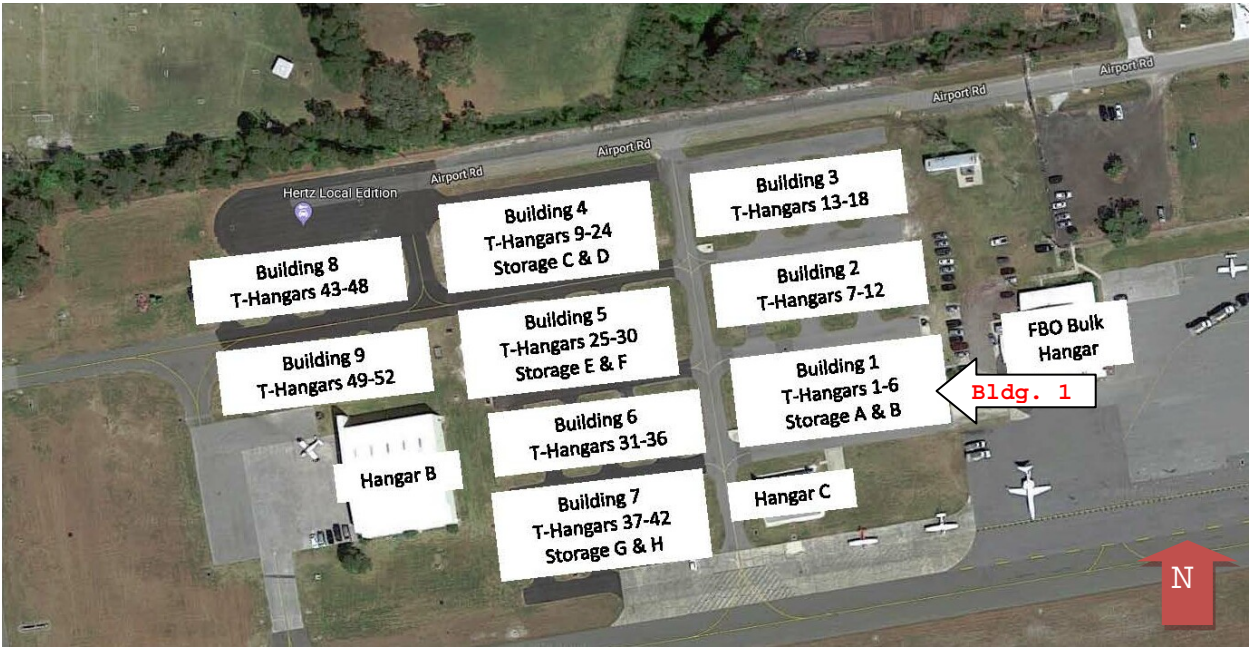


Building 1

T-Hangar Unit Numbers:	1-6
Tenant:	Various
Lease Term:	Annual
Terms:	Gross; electricity single metered
Current Monthly Rent:	\$271/Unit
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Small T-Hangar:	6,600 Sq. Ft. (NCPA)
Average Unit Size:	1,050 Sq. Ft.
Year Built:	1988
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-L010

Comments: Building 1 is a 6-unit pre-engineered metal t-hangar building. Each unit has a door opening of approximately 42 feet and a clear door height of approximately 12 feet. The building has a single meter. Each small t-hangar unit is accessed by a sliding door. Building 1 includes two storage units containing approximately 150 square feet each. Storage Unit A is built out with office finishes and is rented for \$136 per month or \$10.88 per square foot. Storage Unit B is unfinished and is rented for \$66 per month or \$5.28 per square foot.

Building 1



Photographs of Building 1



View of the south and west elevations.



View of the north and east elevations.

Photographs of Building 1



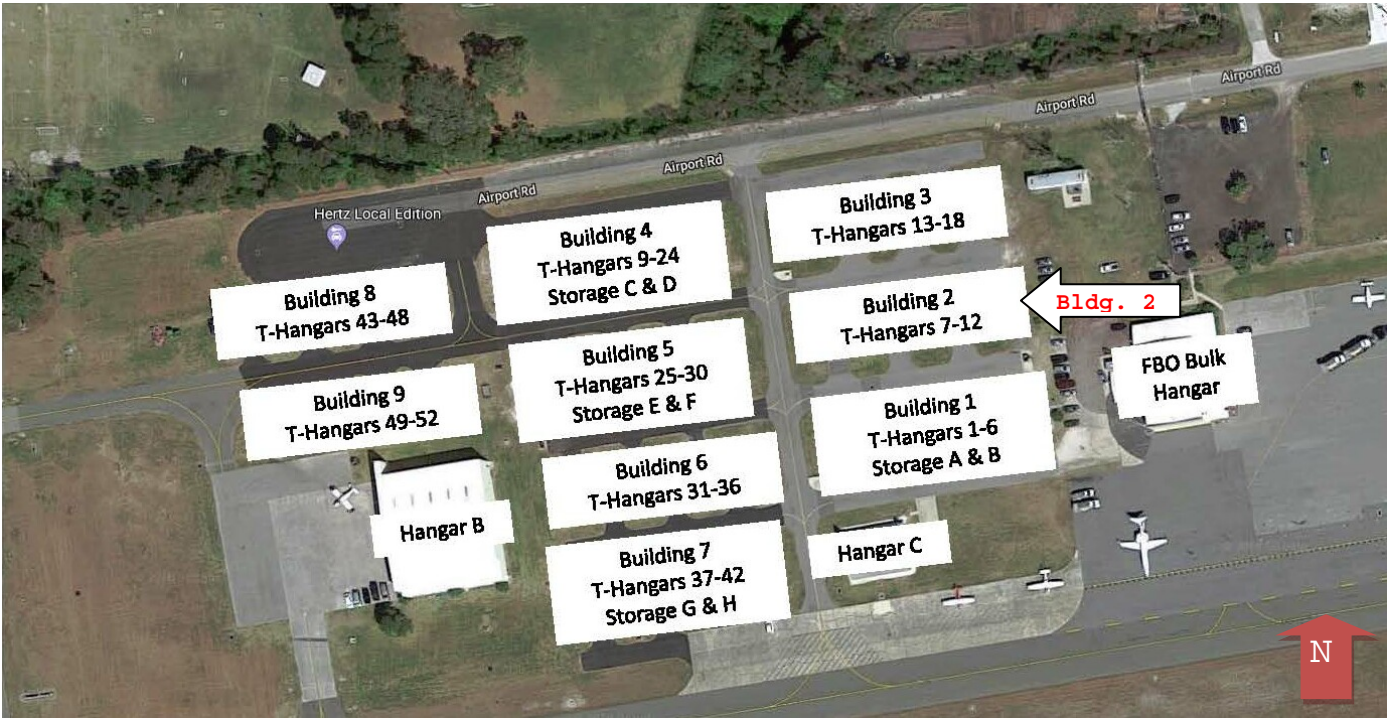
Interior view of end storage unit with built out office.

Building 2

T-Hangar Unit Numbers:	7-12
Tenant:	Various
Lease Term:	Annual
Terms:	Gross; electricity single metered
Current Monthly Rent:	\$271/Unit
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Small T-Hangar:	6,600 Sq. Ft. (NCPA)
Average Unit Size:	1,050 Sq. Ft.
Year Built:	1987
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-L020

Comments: Building 2 is a 6-unit pre-engineered metal t-hangar building. Each unit has a door opening of approximately 42 feet and a clear door height of approximately 12 feet. The building has a single meter. Each small t-hangar unit is accessed by a sliding door. Units 9 and 12 contain 1,200 square feet each and are rented for \$302 per month, which includes about 150 square feet of additional storage space within the t-hangar unit (i.e. t-hangar with bonus area).

Building 2



Photographs of Building 2



View of the south and west elevations.



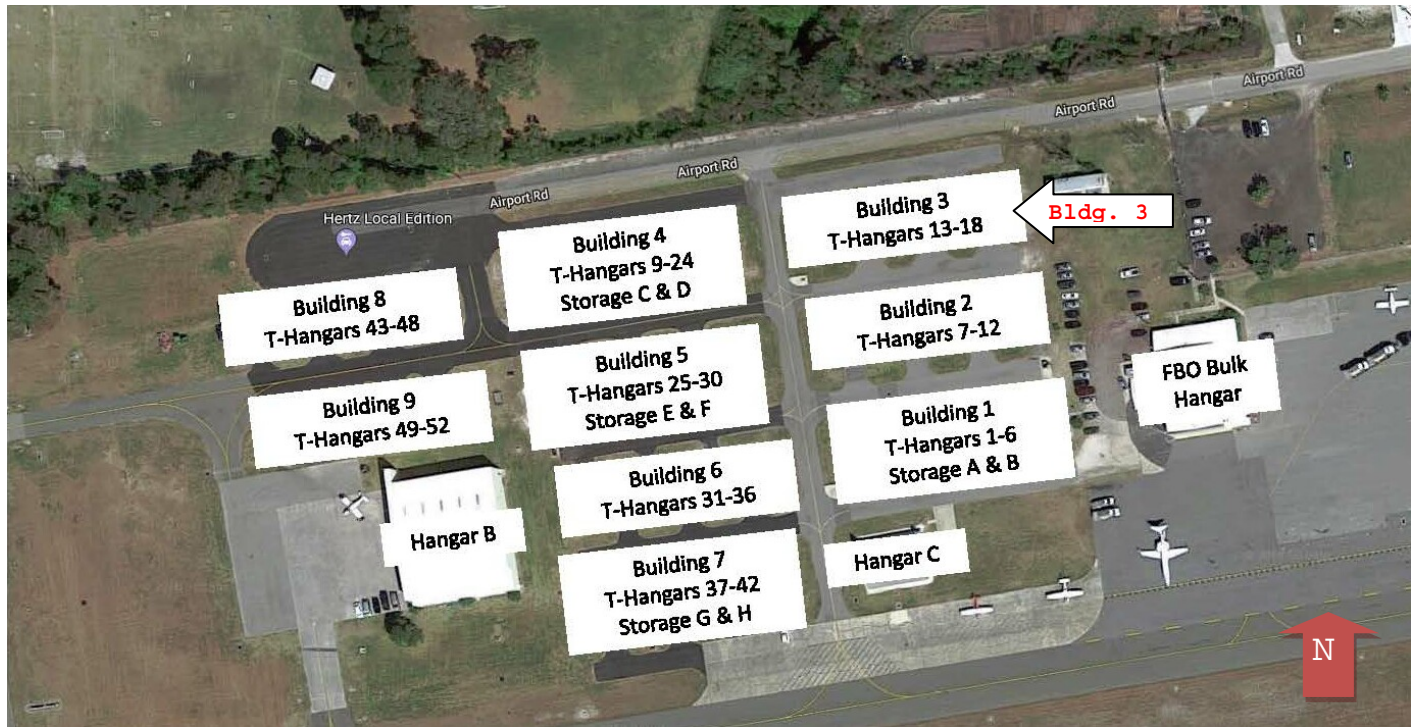
View of the north and east elevations.

Building 3

T-Hangar Unit Numbers:	13-18
Tenant:	Various
Lease Term:	Annual
Terms:	Gross; electricity single metered
Current Monthly Rent:	\$271/Unit
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Small T-Hangar:	6,600 Sq. Ft. (NCPA)
Average Unit Size:	1,050 Sq. Ft.
Year Built:	1988
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-L030

Comments: Building 3 is a 6-unit pre-engineered metal t-hangar building. Each unit has a door opening of approximately 42 feet and a clear door height of approximately 12 feet. The building has a single meter. Each small t-hangar unit is accessed by a sliding door. Units 13 and 16 contain 1,200 square feet and are rented for \$302 per month, which includes about 150 square feet of additional storage space within the t-hangar unit (i.e. t-hangar with bonus area).

Building 3



Photographs of Building 3



View of the south and west elevations.



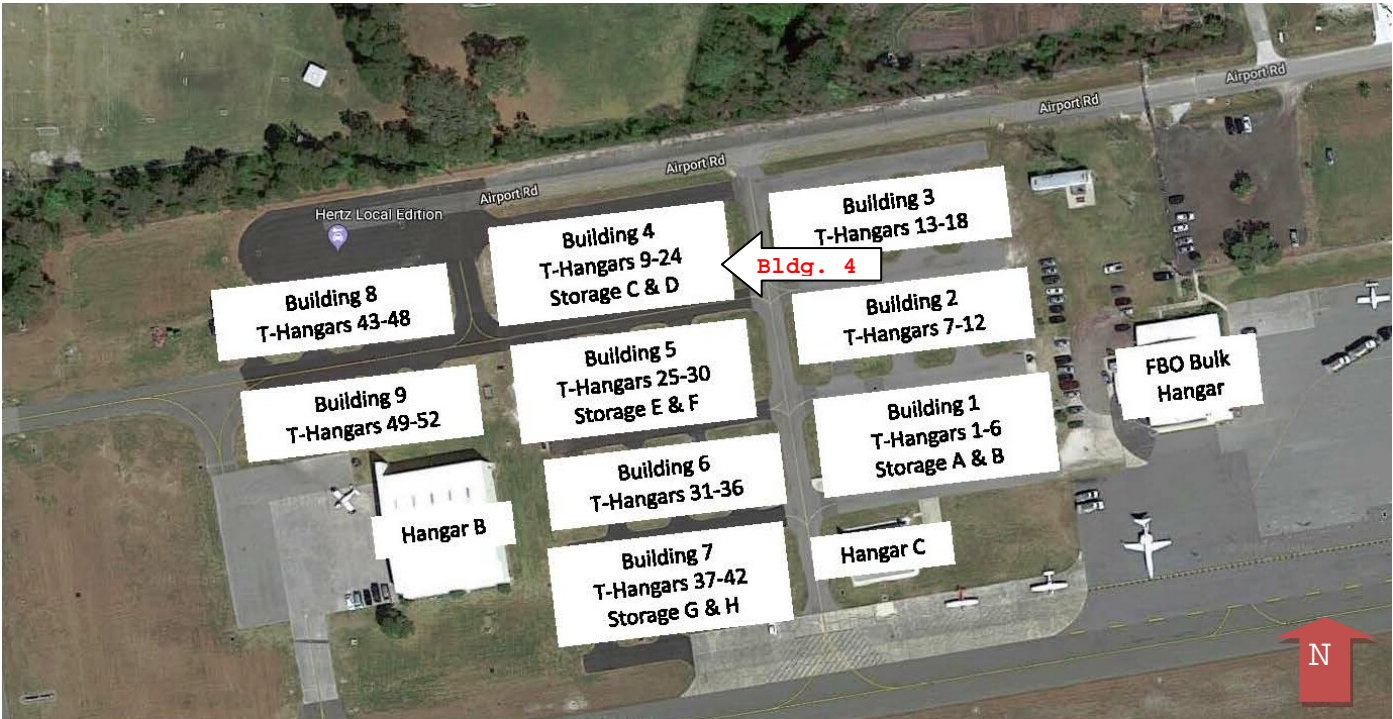
View of the north and east elevations.

Building 4

T-Hangar Unit Numbers:	19-24
Tenant:	Various
Lease Term:	Annual
Terms:	Gross; electricity single metered
Current Monthly Rent:	\$271/Unit
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Small T-Hangar:	6,600 Sq. Ft. (NCPA)
Average Unit Size:	1,050 Sq. Ft.
Year Built:	1996
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-L040

Comments: Building 4 is a 6-unit pre-engineered metal t-hangar building. Each unit has a door opening of approximately 42 feet and a clear door height of approximately 12 feet. The building has a single meter. Each small t-hangar unit is accessed by a sliding door. Building 4 includes two end storage units known as Storage Units C and D, which contain approximately 150 square feet each and are rented for \$66 per month or \$5.28 per square foot.

Building 4



Photographs of Building 4



View of the south and west elevations.



View of the north and east elevations.

Photographs of Building 4



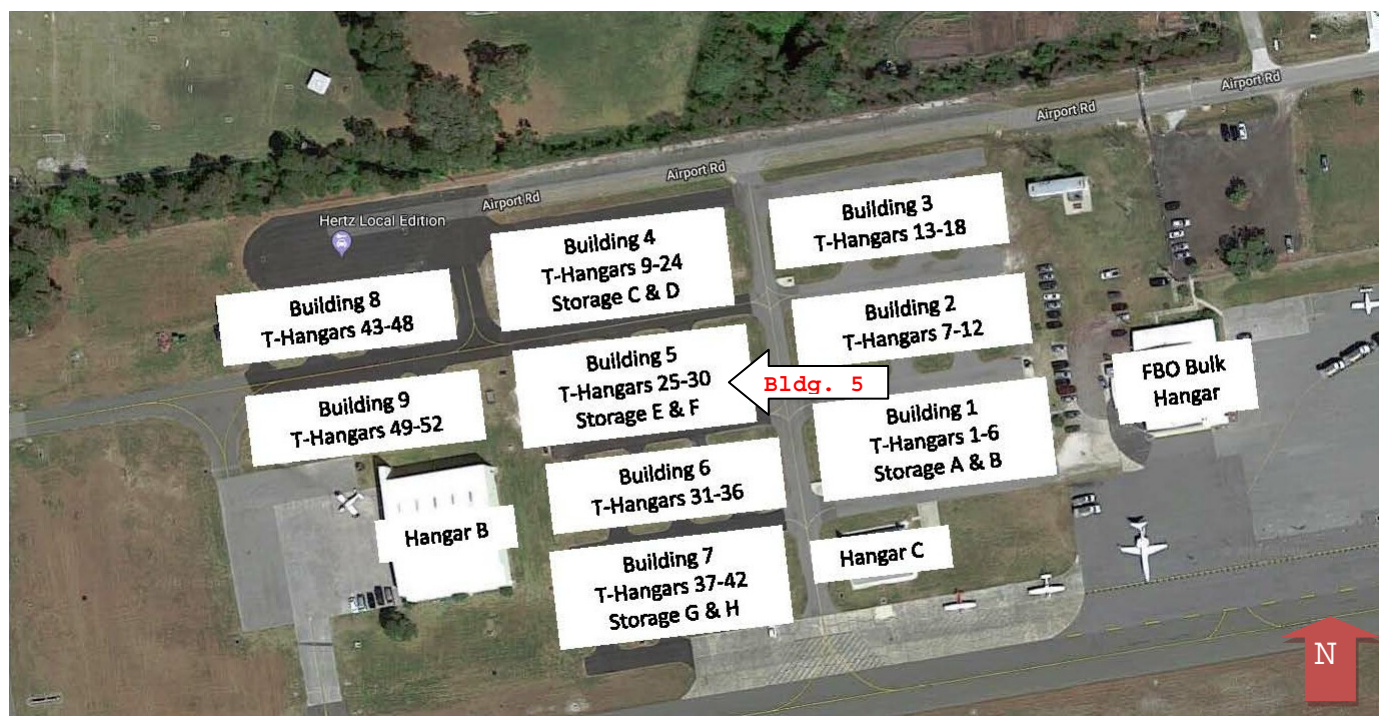
Typical interior view of a t-hangar unit.

Building 5

T-Hangar Unit Numbers:	25-30
Tenant:	Various
Lease Term:	Annual
Terms:	Gross; electricity single metered
Current Monthly Rent:	\$271/Unit
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Small T-Hangar:	6,600 Sq. Ft. (NCPA)
Average Unit Size:	1,050 Sq. Ft.
Year Built:	1996
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-L050

Comments: Building 5 is a 6-unit pre-engineered metal t-hangar building. Each unit has a door opening of approximately 42 feet and a clear door height of approximately 12 feet. The building has a single meter. Each small t-hangar unit is accessed by a sliding door. Building 5 includes two end storage units known as Storage Units E and F, which contain approximately 150 square feet each and are rented for \$66 per month or \$5.28 per square foot.

Building 5



Photographs of Building 5



View of the south and west elevations.



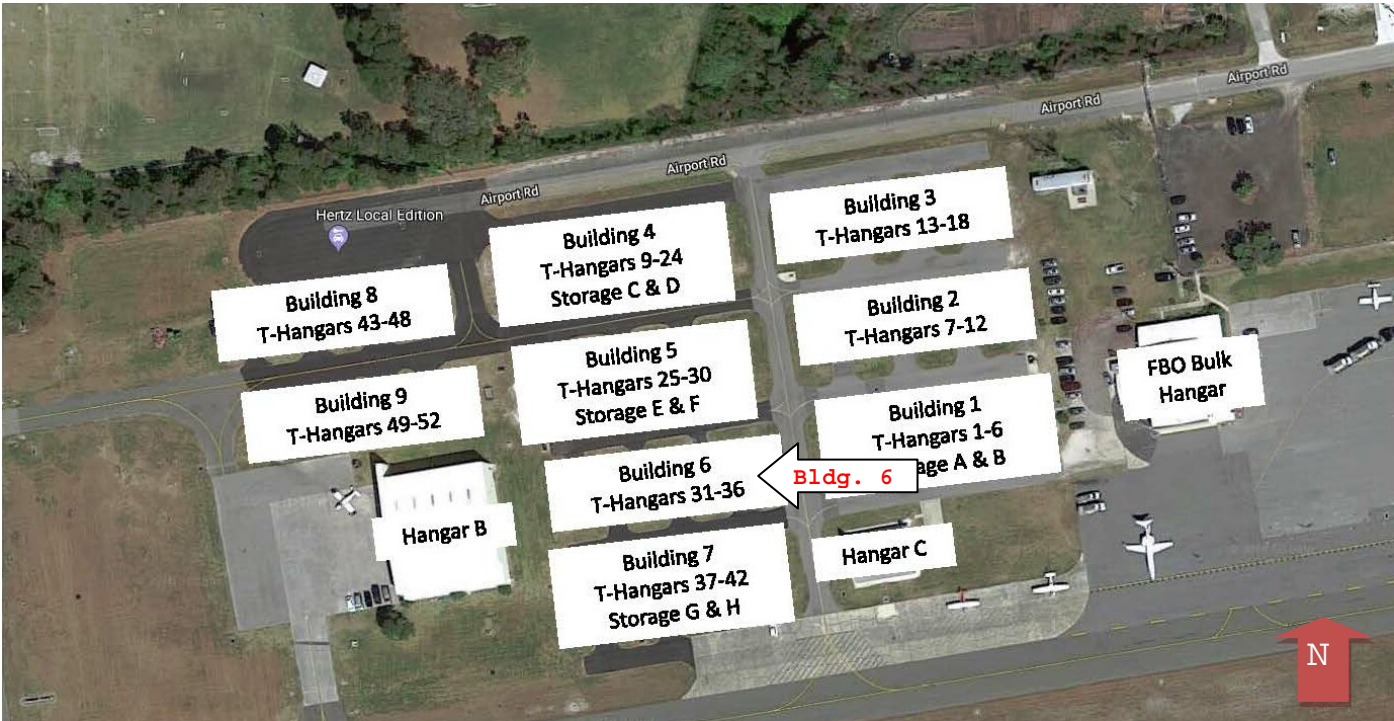
View of the north and east elevations.

Building 6

T-Hangar Unit Numbers:	31-36
Tenant:	Various
Lease Term:	Annual
Terms:	Gross; electricity single metered
Current Monthly Rent:	\$271/Unit
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Small T-Hangar:	6,600 Sq. Ft. (NCPA)
Average Unit Size:	1,050 Sq. Ft.
Year Built:	1997
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-L060

Comments: Building 6 is a 6-unit pre-engineered metal t-hangar building. Each unit has a door opening of approximately 42 feet and a clear door height of approximately 12 feet. The building has a single meter. Each small t-hangar unit is accessed by a sliding door. Units 31 and 34 contain 1,200 square feet each and are rented for \$302 per month, which includes about 150 square feet of additional storage space within the t-hangar unit (i.e. t-hangar with bonus area).

Building 6



Photographs of Building 6



View of the south and west elevations.



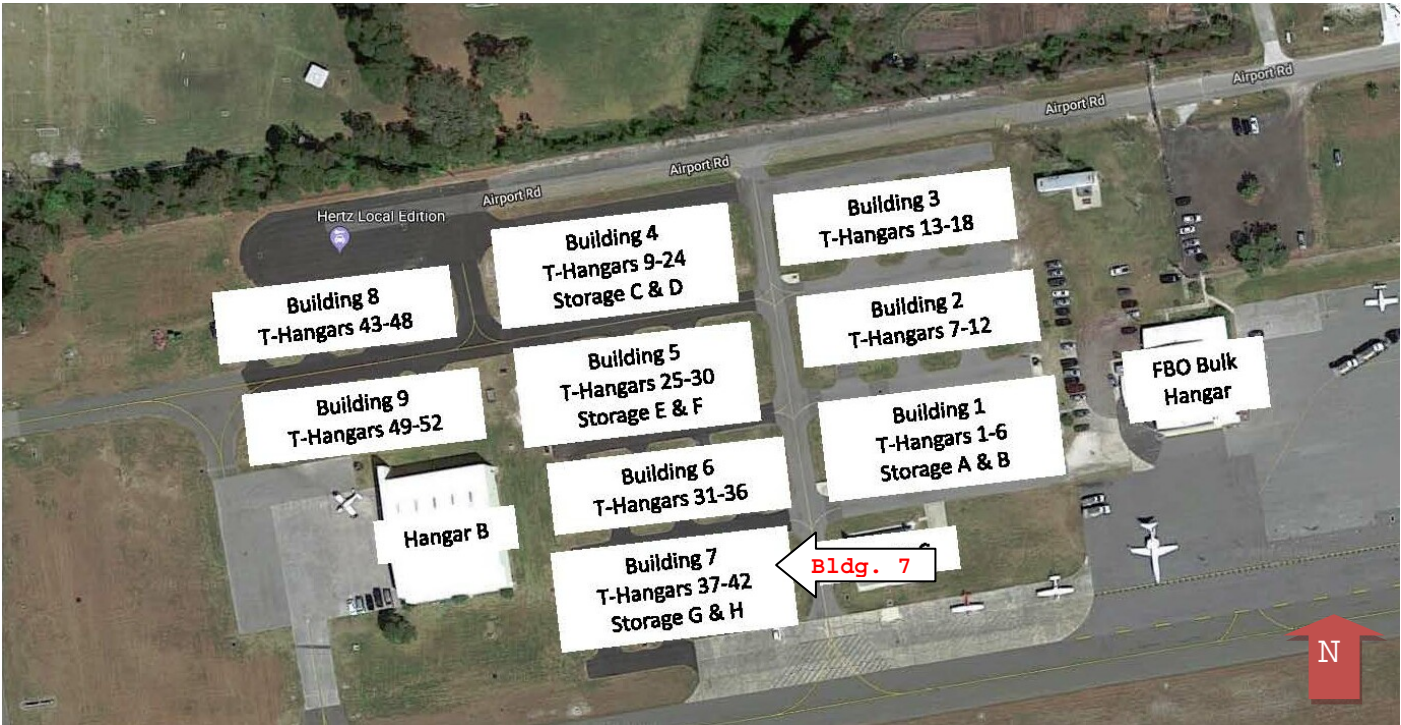
View of the north and east elevations.

Building 7

T-Hangar Unit Numbers:	37-42
Tenant:	Various
Lease Term:	Annual
Terms:	Gross; electricity single metered
Current Monthly Rent:	\$387/Unit
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Small T-Hangar:	6,600 Sq. Ft. (NCPA)
Average Unit Size:	1,050 Sq. Ft.
Year Built:	2003
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-L070

Comments: Building 6 is a 6-unit pre-engineered metal t-hangar building. Each unit has a door opening of approximately 42 feet and a clear door height of approximately 12 feet. The building has a single meter. Each small t-hangar unit is accessed by a bi-fold door. Storage Unit G is built out with office finishes and is rented for \$136 per month or \$10.88 per square foot. It was noted, this rate includes electric and water. Storage Unit B is unfinished and is rented for \$66 per month or \$5.28 per square foot.

Building 7



Photographs of Building 7



View of the south and west elevations.



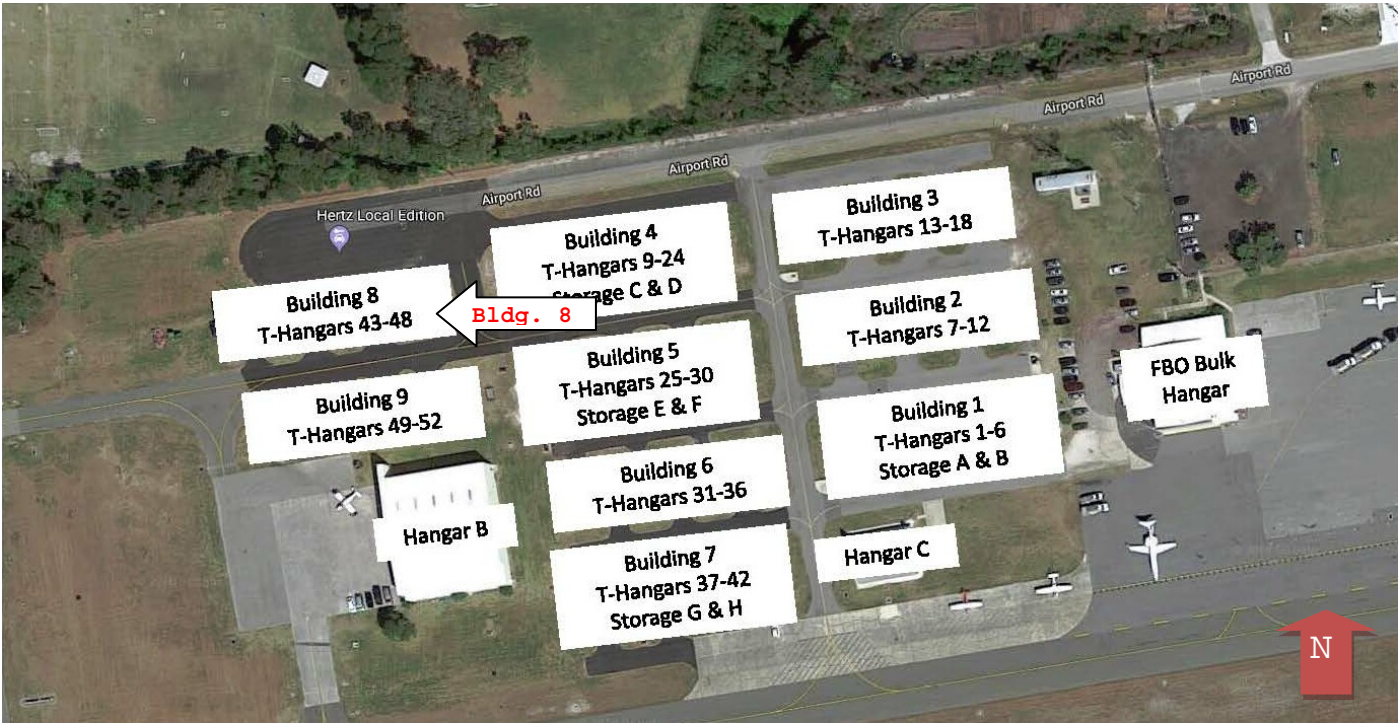
View of the north and east elevations.

Building 8

T-Hangar Unit Numbers:	43-48
Tenant:	Various
Lease Term:	Annual
Terms:	Gross; electricity single metered
Current Monthly Rent:	\$404/Unit
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Small T-Hangar:	6,600 Sq. Ft. (NCPA)
Average Unit Size:	1,050 Sq. Ft.
Year Built:	2008
Condition:	Good
NCPA Parcel Number:	06-2N-28-0000-0001-L080

Comments: Building 8 is a 6-unit pre-engineered metal t-hangar building. Each unit has a door opening of approximately 42 feet and a clear door height of approximately 12 feet. The building has a single meter. Each small t-hangar unit is accessed by a bi-fold door. Units 45 and 46 contain 1,200 square feet each and are rented for \$434 per month, which includes about 150 square feet of additional storage space within the t-hangar unit (i.e. t-hangar with bonus area).

Building 8



Photographs of Building 8



View of the south and west elevations.



View of the north and east elevations.

Photographs of Building 8



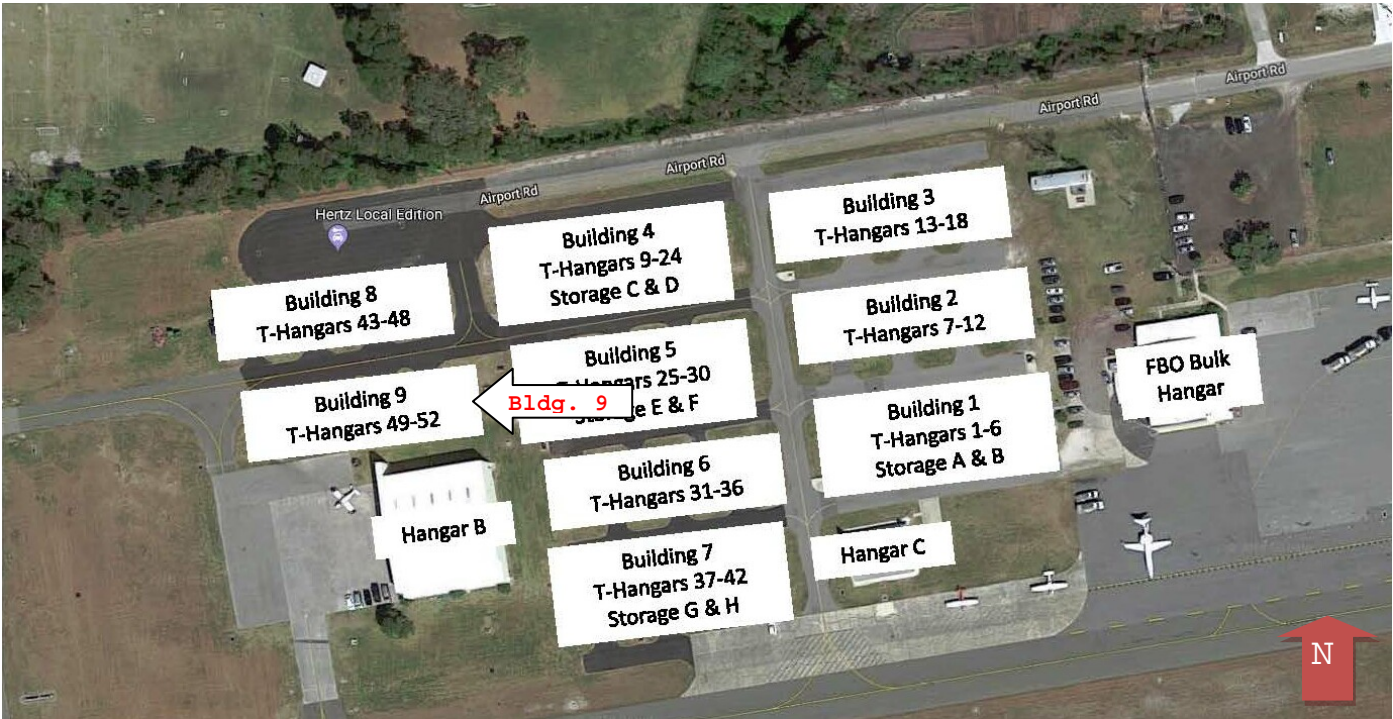
Interior view of t-hangar combined with end storage unit.

Building 9

T-Hangar Unit Numbers:	49-52
Tenant:	Various
Lease Term:	Annual
Terms:	Gross; electricity individually metered
Current Monthly Rent:	\$482/Unit
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Small T-Hangar:	7,560 Sq. Ft. (NCPA)
Average Unit Size:	1,825 Sq. Ft.
Year Built:	2008
Condition:	Good
NCPA Parcel Number:	06-2N-28-0000-0001-L090

Comments: Building 8 is a 4-unit pre-engineered metal executive type hangar building. Each unit has a door opening of approximately 44 feet and a clear door height of approximately 14 feet. Each unit is accessed by a bi-fold door. It was noted, based on our measurements the building contains about 7,304 square feet, which is different than the property appraiser's size.

Building 9



Photographs of Building 9



View of the south and west elevations.



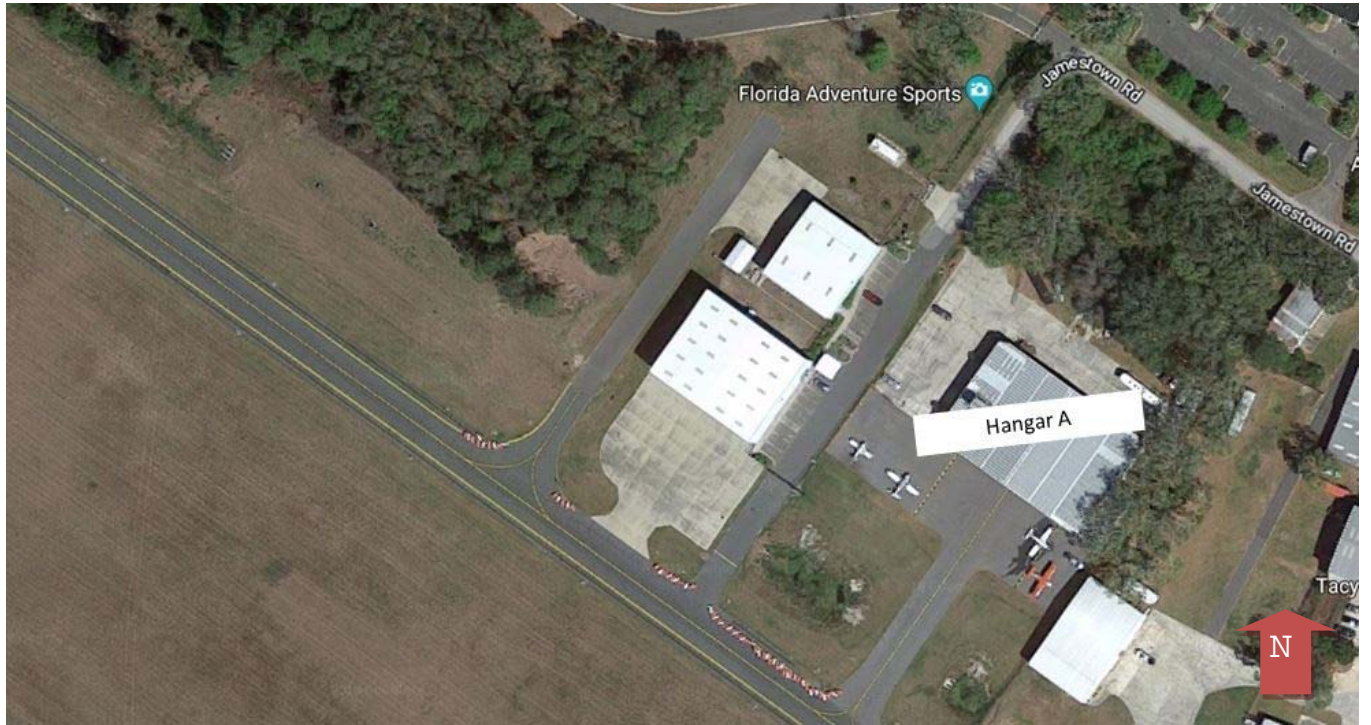
View of the north and east elevations.

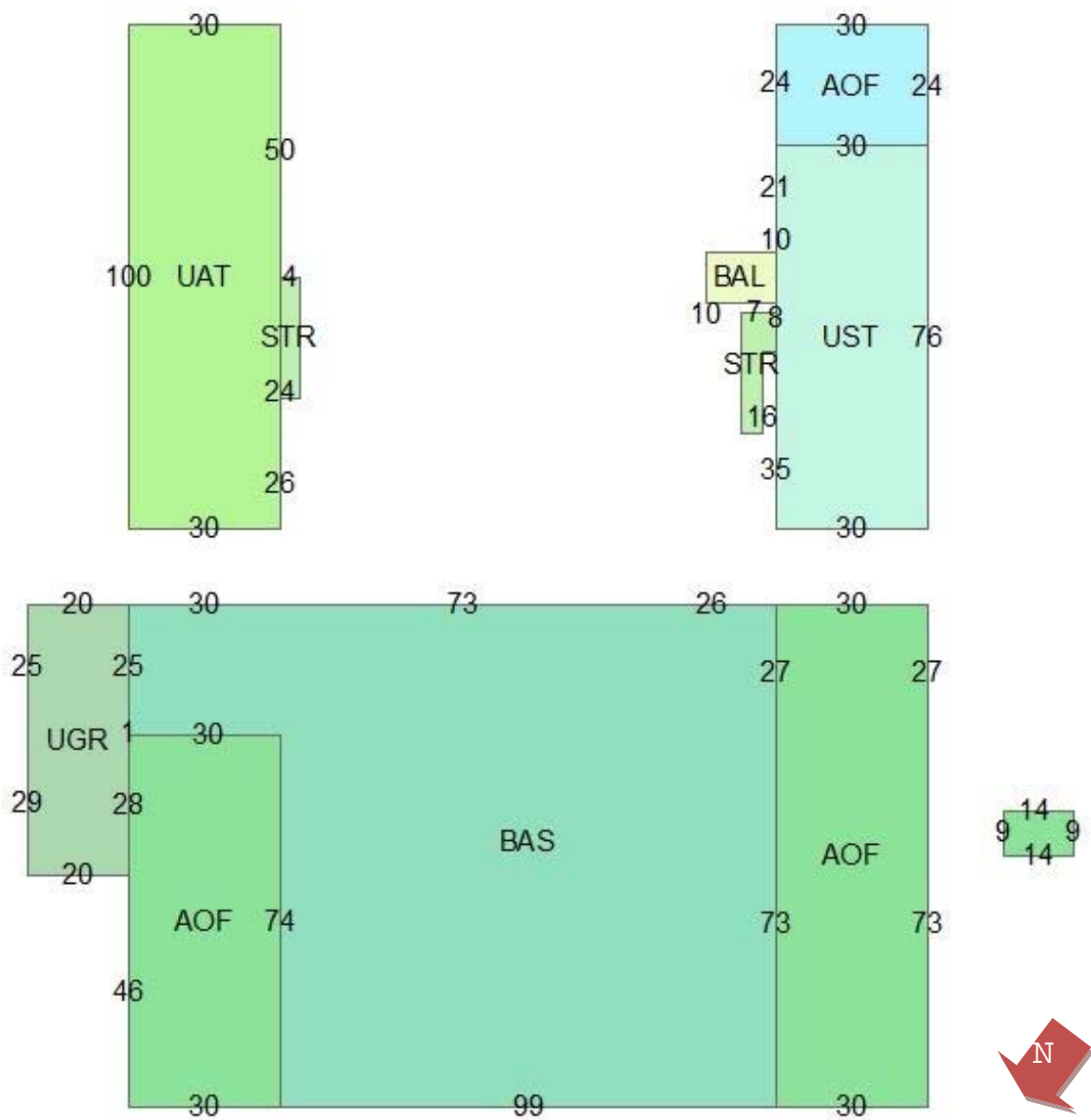
Building A

Tenant:	Fernandina Beach Aircraft Maintenance
Lease Term:	Annual
Terms:	Gross
Current Rent:	\$2.81/Sq.Ft./Yr.
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Hangar Area:	10,000 Sq. Ft.
Support Area:	<u>7,100 Sq. Ft.</u>
Total Area:	17,100 Sq. Ft.
Adjusted Building Area:	16,612 Sq. Ft. (NCPA)
Year Built:	1989
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-L090

Comments: Building A is pre-engineered metal hangar building. The building is currently leased to a maintenance company. The hangar has two manual sliding doors on the east and west sides of the hangar, with a openings of approximately 100 feet and clear door heights of approximately 20 feet. The doors have a row of skylight panels. There is approximately 7,100 square feet of support area, as well as storage mezzanines about the support areas. The support areas consists of office space, shop and storage areas. The hangar includes high bay lighting, insulation, epoxy floor coating, heat, and a sprinkler system. There are several overhead rollup doors providing access to the support areas from the hangar area. The office areas include carpet flooring, vinyl baseboards, solid core doors, painted drywall, 2' x 4' acoustical ceiling tiles, drop-in fluorescent lighting and fire sprinklers. The shop and storage areas include fluorescent lighting and concrete floors. In addition, the building has a control tower on the top with access from the western mezzanine area.

Building A





Photographs of Building A



View of the north and east elevations.



View of the south and west elevations.

Photographs of Building A



View looking northeast showing the tower.



Interior view of the hangar area.

Photographs of Building A



Interior view of typical shop area.



Interior view of the shop area on the south end of the building.

Photographs of Building A



Interior view of typical ground floor office area.



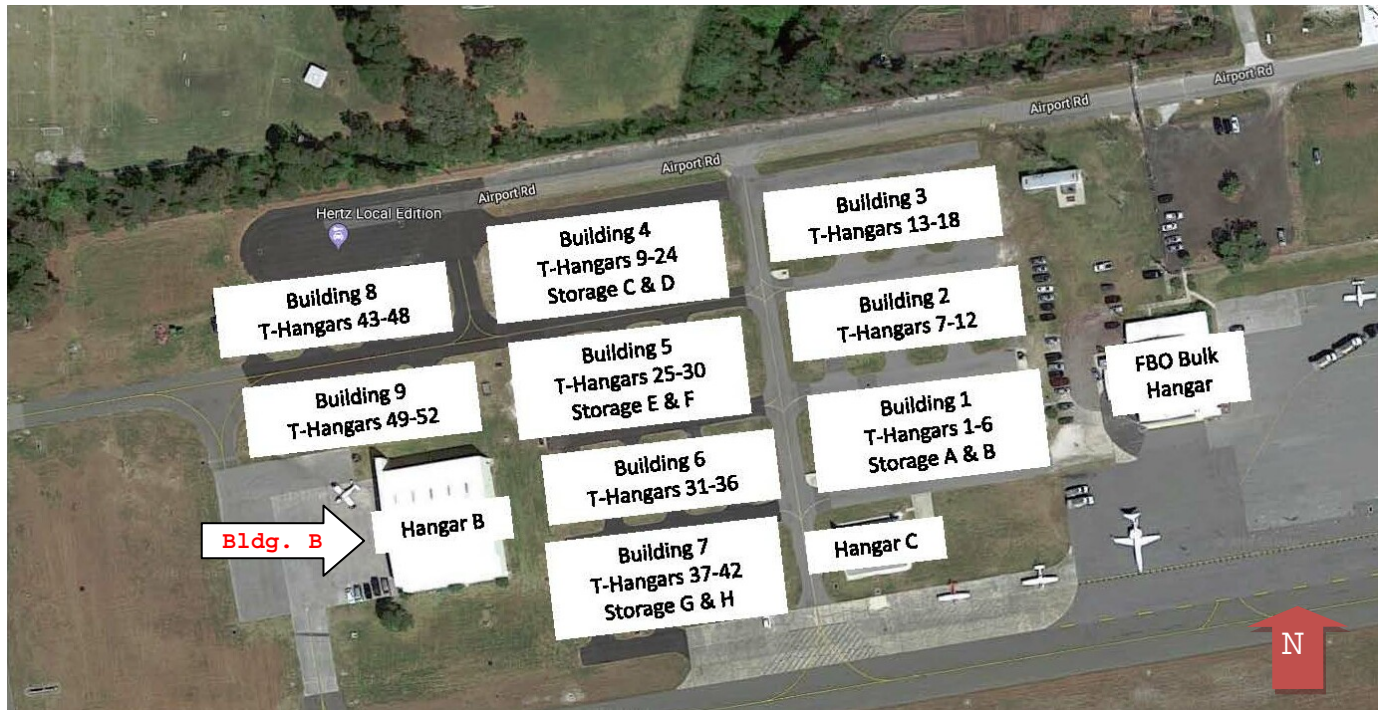
Typical view of storage mezzanine.

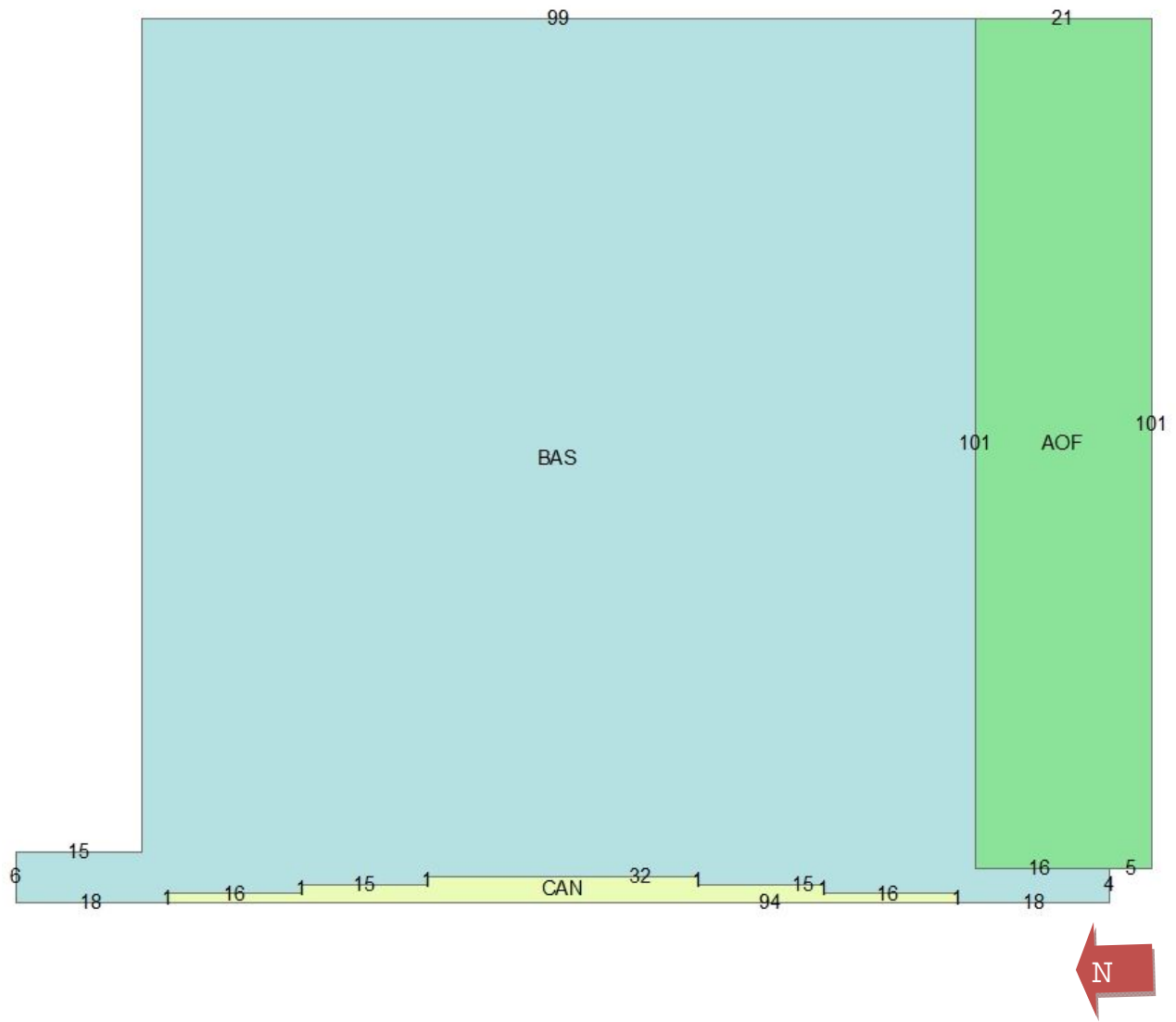
Building B

Tenant:	Island Aviation
Lease Term:	Annual
Terms:	Gross
Current Rent:	N/A (see comments)
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Hangar Area:	10,000 Sq. Ft.
Support Area:	<u>1,980 Sq. Ft.</u>
Total Area:	11,980 Sq. Ft.
Adjusted Building Area:	12,482 Sq. Ft. (NCPA)
Year Built:	1990
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-00L1

Comments: Building B is pre-engineered metal hangar building. The building is currently leased to an avionics company. According to the rent roll, the tenant is currently leasing 3,000 square feet of hangar space and 1,200 square feet of office area. The rent equates to about \$3.83 per square foot. The hangar has a manual sliding door, with a opening of approximately 100 feet and clear door heights of approximately 20 feet. There is approximately 1,980 square feet of support area that consists of office space, shop and storage areas. The hangar includes high bay lighting, skylights, insulation and concrete floors. The office areas include carpet flooring, painted drywall, solid core doors, wood trim, 2' x 4' acoustical ceiling tiles and drop-in fluorescent lighting. The shop and storage areas include fluorescent lighting and concrete floors.

Building B





Photographs of Building B



View of the south and west elevations.



View of the north and east elevations.

Photographs of Building B



Interior view of the hangar.



Interior view of the hangar.

Photographs of Building B



Interior view of the hangar.



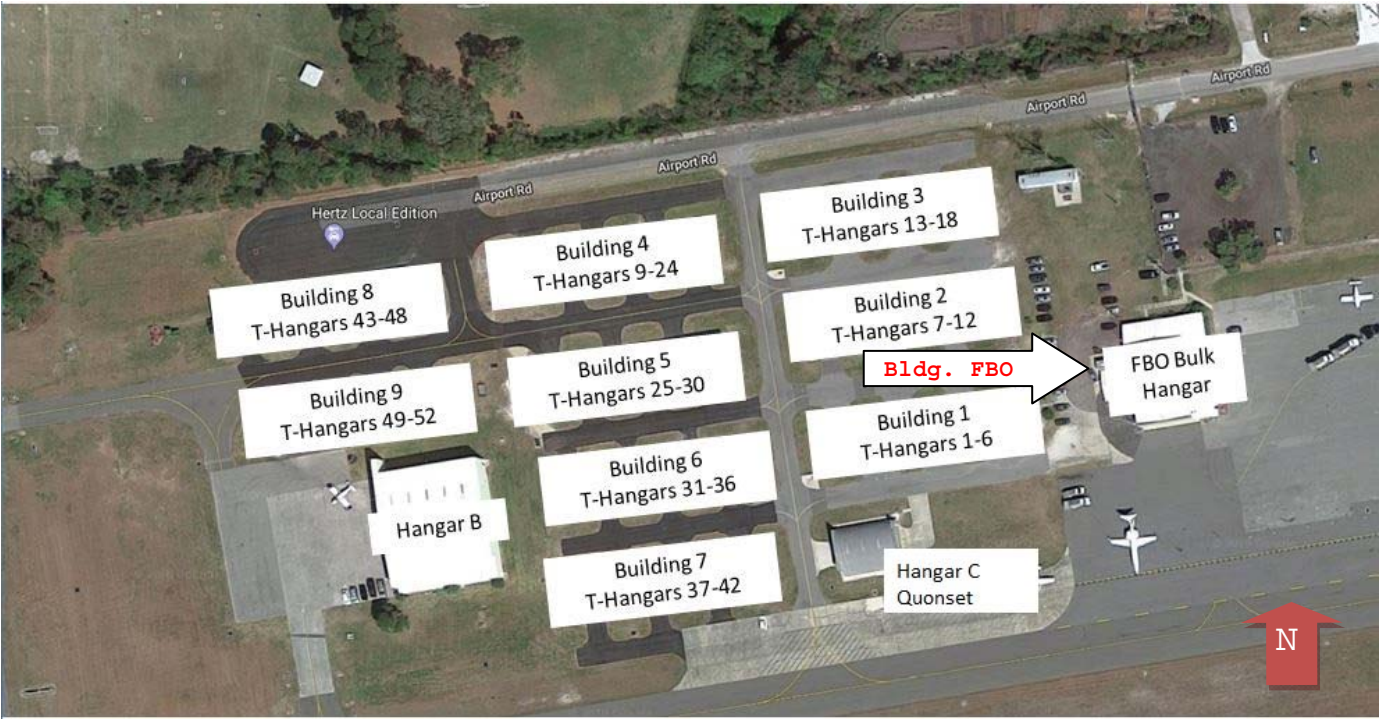
Interior view of the hangar.

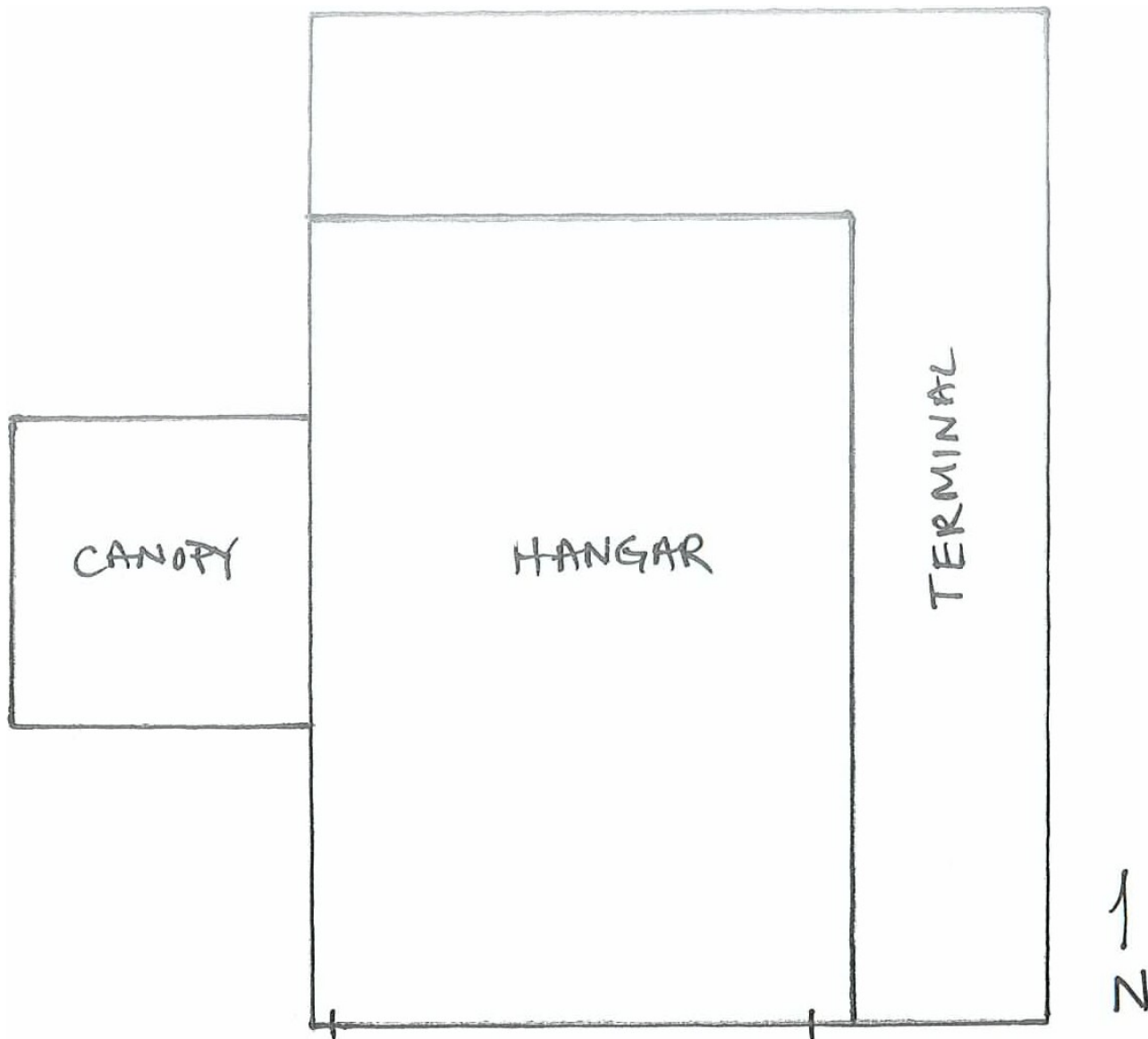
Building FBO Bulk Hangar

Tenant:	McGill Aviation
Lease Term:	Annual
Terms:	Gross
Current Rent:	N/A
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	
Hangar Area:	4,400 Sq. Ft.
Support Area:	<u>3,100 Sq. Ft.</u>
Total Area:	7,500 Sq. Ft.
Adjusted Building Area:	7,956 Sq. Ft. (NCPA)
Year Built:	Between 1943 and 1997
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-00L0

Comments: The FBO Hangar is pre-engineered metal hangar building with attached terminal of CBS construction. The building is currently leased to a fixed base operator. The hangar has a sliding door, with a opening of approximately 55 feet and a clear door height of approximately 14 feet. The hangar includes high bay lighting, skylights and epoxy floor coating. The terminal area includes tile flooring, painted drywall, solid core doors, wood trim, a combination of fluorescent and decorative lighting. The shop area includes fluorescent lighting and concrete floors. Based on our visit, the lounge area of the terminal (size to be determined) was damaged during Hurricane Matthew in September, 2016 and is barricaded off from the remainder of the building and not being used by the tenant. In addition, there is a canopy located on the west side of the building that is used for equipment storage.

Building FBO Bulk Hangar





Photographs of Building FBO Bulk Hangar



View of the south and east elevations.



View of the north and west elevations.

Photographs of Building FBO Bulk Hangar



Interior view of the hangar.



Typical interior view of the terminal area.

Photographs of Building FBO Bulk Hangar



Typical interior view of the terminal area.



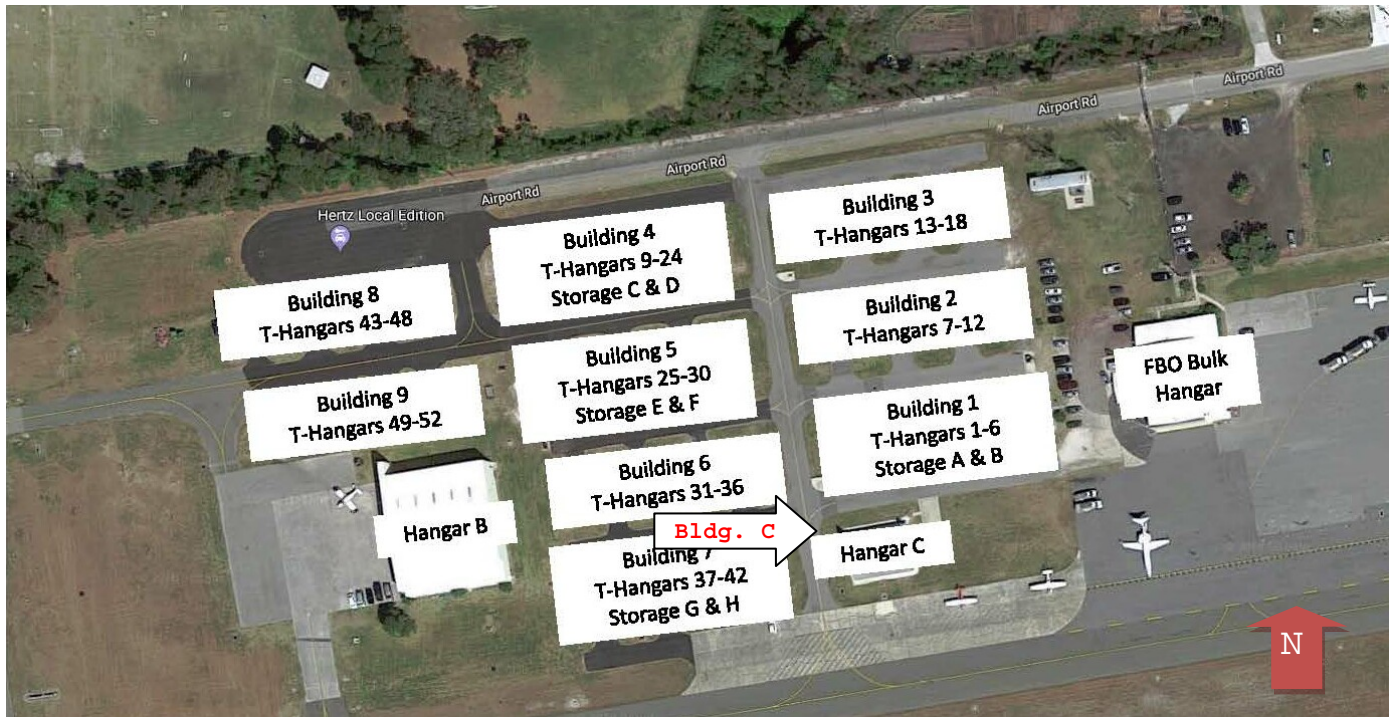
Typical interior view of the shop area.

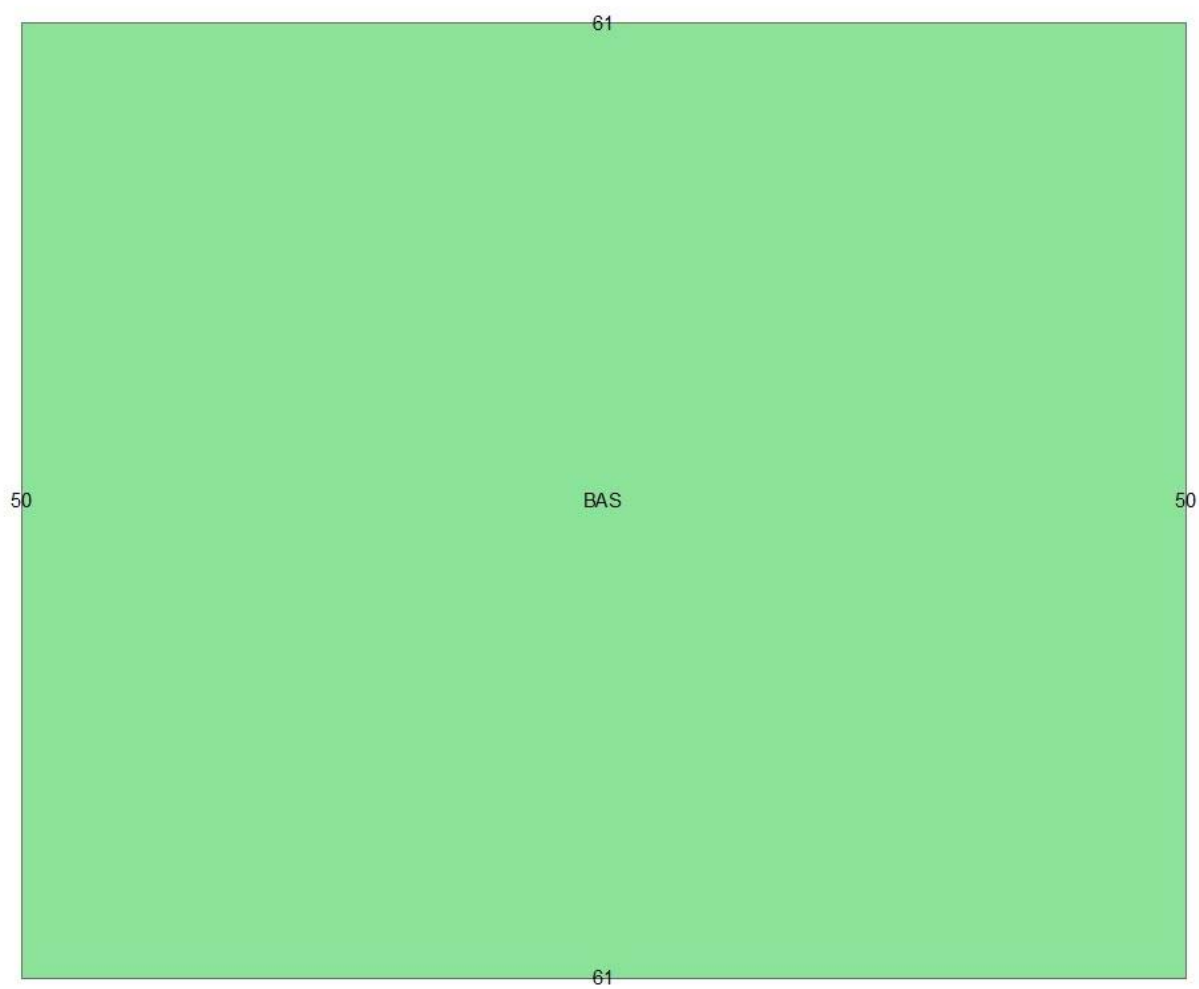
Building C

Tenant:	N/A
Lease Term:	Annual
Terms:	Gross
Current Rent:	\$1.77/Sq.Ft./Yr.
January 2018 Occupancy:	100%
Land Area:	N/A
Paved Area:	N/A
Building Area:	3,050 Sq. Ft.
Adjusted Building Area:	3,050 Sq. Ft. (NCPA)
Year Built:	1992
Condition:	Average
NCPA Parcel Number:	06-2N-28-0000-0001-009L

Comments: Building C is pre-engineered metal quonset style hangar building. The hangar has a bi-fold door, with a opening of approximately 40 feet and a clear door height of approximately 12 feet. The hangar includes fluorescent lighting and skylights.

Building C





Photographs of Building C



View of the south and west elevations.



View of the south and west elevations.

Photographs of Building C



Interior view of the hangar.

ZONING AND LAND USE

The subject property is located within the City of Fernandina Beach and is zoned I-1 (Light Industrial), with a land use of "Industrial". The zoning would permit airport and related uses. The land use would permit uses associated with industrial (i.e. airport use) of the property.

As stated, FHB is governed by the City of Fernandina Beach through the use of minimum standards. The minimum standards provide for minimum requirements for commercial aeronautical operations at their general aviation airports. The minimum standards are considered to severely restrict the potential uses of the airport property.

REAL ESTATE TAXES

The Nassau County Property Appraiser's (NCPA) office has assessed the subject properties. It was noted the airport properties are not currently subject to ad valorem taxation due to their aeronautical use of the property.

HIGHEST AND BEST USE

According to The Dictionary of Real Estate Appraisal (Sixth Edition) published by the Appraisal Institute, the pertinent terms relating to highest and best use may be defined as follows:

Highest and Best Use is "the reasonably probable use of property that results in the highest value. The four criteria that highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum productivity."

In estimating highest and best use, there are four stages of analysis:

1. Possible Use - normally dictated by physical constraints.
2. Permissible Use - what use would be permitted in consideration of existing zoning and other applicable laws governing the use of the property, as well as any deed restrictions that may exist.
3. Feasible Use - which possible and permissible uses will produce a net return to the owner of the site.
4. Maximally Productive - among feasible uses, which use will produce the highest net return to the land.

To meet the tests of highest and best use, the use cannot be speculative or conjectural. It must be legal and probable. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time. These tests have been applied to the subject properties. In arriving at the estimate of highest and best use, the subject properties were analyzed as vacant, as well as improved.

As Vacant

The highest and best use, as vacant, considers among all reasonable alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

As Improved

Highest and best use, as improved considers the use that should be made of a property as it exists. An existing property should be renovated or retained, as is, so long as it continues to contribute to the market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

As discussed in the preceding sections, inherent in real estate is the "bundle of right" that each property possesses. This concept compares the rights of property ownership with a bundle of sticks, with each stick representing individual property rights such as the rights to use, sell or lease the property or to choose to exercise any or none of these rights. Typically, the highest and best use of vacant commercial property is dictated by the physical characteristics of the site (size, shape, configuration, location and zoning), as well as the supply and demand for parcels with similar characteristics. The highest and best use analysis is divided based on the location and property types that comprise the various properties that are the subject of this report as follows:

As Though Vacant

As stated, the various properties that are the subject of this report are located on the Airport Operating Area (AOA) of the Fernandina Beach Municipal Airport. The AOA is that portion of the airfield "inside the fence" and uses within this area are limited to aeronautical and related activities.

Property uses within the AOA are restricted by the airport's development plan to uses which provide for the operation of the airfield and related aeronautical uses. These uses include pilot training, commercial and charter aircraft service, aircraft sales and service, aviation fuel sales and other similar uses, which due to their relationship with aircraft operation, are classified as aeronautical activities. Due to the location of the subject sites within the AOA, any uses of the sites would be required to be aeronautical related.

Due to the location of the subject sites within the FHB AOA, the highest and best use of the sites, as though vacant, is limited to the development of aeronautical facilities consistent with this designation. We have considered the above limitations on the highest and best use concerning our analysis of the fair market annual rent for the subject sites.

As Improved

The highest and best use of the buildings is limited to aeronautical facilities consistent with this designation. The majority of the buildings are considered to be in average to good condition, commensurate with their age level of maintenance. All of the aeronautical buildings appear to represent conforming uses and are anticipated to continue in their present use for the foreseeable future.

SUMMARY OF ANALYSIS AND VALUATION

The Federal Aviation Administration mandates that airport operators, such as the City of Fernandina Beach, charge fair market rent for all airport property in an effort to make the facility self-sustaining. The scope of this appraisal is limited to an estimate of the fair market rent for subject aeronautical buildings and aeronautical land. The aeronautical properties at FHB are located within the airport operating area of the airport and are zoned I-1 (Light Industrial). FHB is classified as a general aviation airport based on the activity level of the airport.

As discussed in the scope of the appraisal, consistent with the definition of “market rent” and based on the availability of comparable rental information, it is our opinion that market research is the best method of estimating fair market annual rent for aeronautical property. This method serves as the basis for our estimation of the fair market rental for the components that comprise the subject property as described herein. Our comparable rental analysis will focus on similar general aviation airports in Florida.

In our analysis, we considered the size, use and operation of FHB in the estimate of the fair market rent for the various properties that are the subject of this report. Aviation parcels are typically leased on a net basis, with the tenant responsible for expenses associated with the activity and operation of the parcel. Analysis of the components that comprise the subject property, including land and various aeronautical buildings will follow the market study information.

Slack, Johnston & Magenheimer General Aviation Survey

The scope of our survey began by establishing the universe of airports to compare to FHB with a review of the FASP. The FASP identifies 131 public airports in Florida. The scope of the survey was limited by excluding large and medium hub commercial airports (airports with greater than 1.65 million annual enplanements) from the survey. This limiting factor excludes seven commercial airports from the survey (Miami Int'l, Tampa Int'l, Orlando Int'l, Ft. Lauderdale Int'l, Palm Beach Int'l, Jacksonville Int'l and Southwest Florida Regional).

Our general aviation survey further considered annual operations as a secondary limiting factor. Based on a review of the FASP, airports with annual operations of less than 30,000 were also excluded from our survey. This limiting factor served to further reduce the scope of our survey by excluding about 40 general aviation airports. The airports excluded by the limiting factor are typically smaller, rural airports having a limited market for rates and charges information.

Through the use of the above limiting factors, our annual general aviation survey included over 50 public airports within Florida. Our market research focused on general aviation rates

and charges within Florida based on a mail questionnaire, as well as telephone interviews with several airport managers and FBO operators. Refer to the following page for a summary of the general aviation airport survey, as well as the addenda.

This was a direct survey and the reliability of the information collected is considered good. For purposes of this analysis, the aeronautical land and pavement rental information is the most important portion of our survey. The format of the questionnaire of the aviation survey regarding ground rent asked for a range and average. It was our intention to survey current ground rental rates. When survey responses showed a range of rates at the airfield, an effort was made to clarify the rationale behind the variance. This is an important factor in our effort to report current rental rates, which are not skewed in favor of older leases with fixed or limited-increase rental rates.

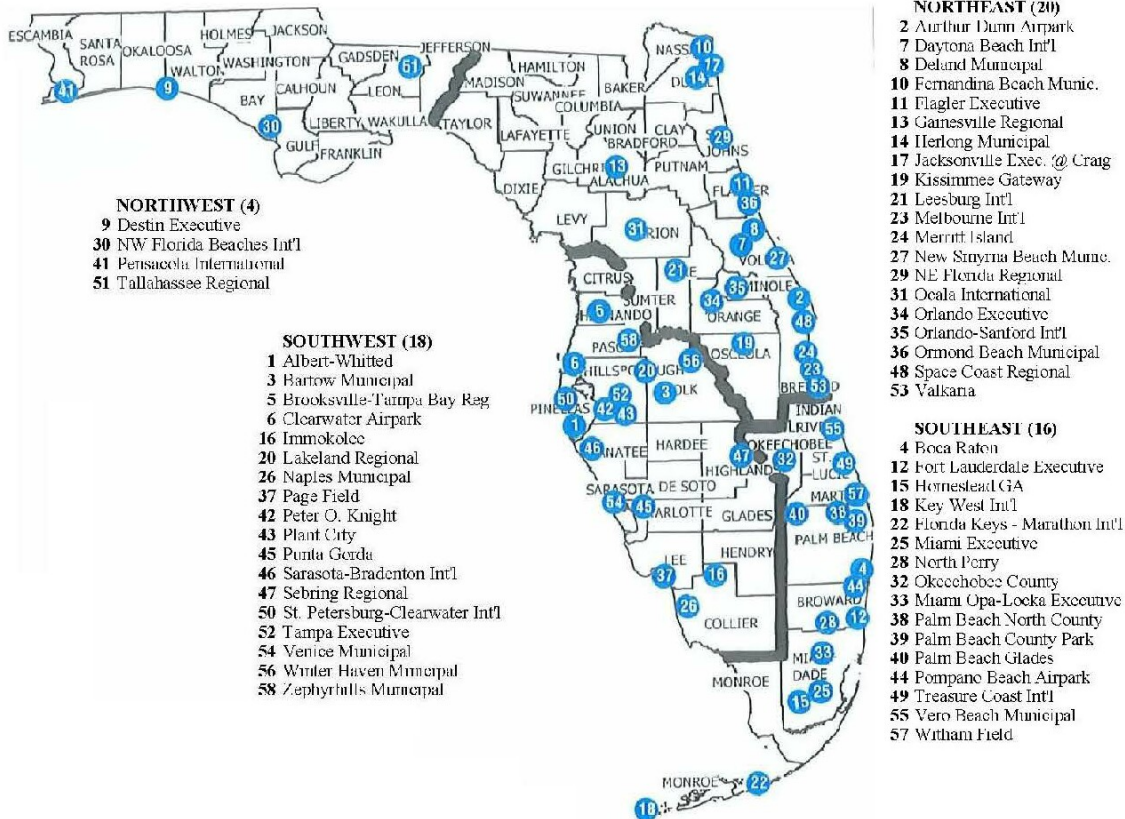
As stated, FHB is a general aviation airport in the northeastern portion of Florida. For purposes of this analysis, we reviewed current aeronautical land and building rental rates at other general aviation airports in the region and competitive regions. Once the information was collected, the next factor considered was the comparison of airports to one another. The variety of airports surveyed necessitated a review of units of comparison that consider the size, use and activity characteristics. As stated, aeronautical land parcels and single user hangars typically lease on a net basis, with the tenant responsible for operating expenses associated with the property, while individual office and t-hangars typically lease on a gross basis, with the landlord responsible for operating expenses. We have estimated the various properties that are the subject of this report would be leased in this manner.

General Aviation Airport Survey - Florida 2016-17

Prepared by: Slack, Johnston & Magenheimer, Inc.
7245 SW 87 Avenue, Suite 300, Miami, Florida
Phone: 305-670-2111 Email: SJMiami@aol.com

General Aviation, Non-Hub Commercial and Small-Hub Commercial Airports with > +/-25,000 Annual Op

	Airports Surveyed	Airport Size (Acres)	Based Aircraft	Annual GA Operations	Annual GA Fuel Flowage	Fuel Flowage Fee (\$/gal.)	Annual Ground Rent (\$/Sq. Ft.)	Aircraft Storage			
								Tie-Down S.E. (\$/mo.)	T-Hangars S.E. (\$/mo.)	T.E. (\$/mo.)	Shade S.E. (\$/mo.)
Total	58										
High-		4,000	999	276,400	13,125,000	\$0.200	\$1.42	\$150.00	\$770	\$1,150	\$400
Low-		47	11	28,600	23,000	\$0.030	\$0.04	\$25.00	\$190	\$281	\$95
Mean-		1,152	182	88,600	1,447,300	\$0.071	\$0.25	\$82.60	\$379	\$542	\$198
Southeast	16										
High-		3,700	999	276,400	13,125,000	\$0.150	\$1.42	\$150.00	\$770	\$1,150	\$400
Low-		197	11	32,200	23,000	\$0.030	\$0.07	\$60.00	\$260	\$458	\$150
Mean-		1,045	238	113,900	2,571,400	\$0.075	\$0.29	\$113.90	\$528	\$787	\$239
Southwest	18										
High-		2,400	409	111,700	6,714,000	\$0.100	\$0.53	\$125.00	\$513	\$784	\$300
Low-		47	40	30,000	69,000	\$0.040	\$0.04	\$25.00	\$249	\$289	\$95
Mean-		989	186	65,400	991,400	\$0.063	\$0.23	\$70.10	\$347	\$484	\$184
Northeast	20										
High-		2,800	350	197,500	2,689,000	\$0.200	\$0.33	\$150.00	\$450	\$850	\$310
Low-		138	47	40,000	40,000	\$0.040	\$0.12	\$32.00	\$217	\$308	\$115
Mean-		1,210	153	97,600	958,900	\$0.074	\$0.22	\$70.10	\$323	\$460	\$189
Northwest	4										
High-		4,000	110	63,000	1,502,000	\$0.090	\$0.33	\$100.00	\$453	\$606	n/a
Low-		395	21	28,600	1,205,000	\$0.040	\$0.08	\$60.00	\$190	\$281	n/a
Mean-		2,024	86	46,800	1,322,000	\$0.065	\$0.25	\$76.80	\$291	\$409	n/a



FHB Aeronautical Land Rent Information

According to the client, the following is a summary of rental rates from aeronautical land leases at FHB. The base rental rate for these two site is \$0.20/Sq. Ft. and the leases provide for annual CPI increases. As noted, the City has also entered into a development lease with a new fixed base operator (8 Flags Aviation) that is currently constructing a new terminal building at the airport. The lease has not yet commenced, but is reportedly at \$0.20 per square foot. The current rental rates are as follows:

<u>Tenant</u>	<u>Date</u>	<u>Land Area</u>	<u>Current Annual Land Rent</u>
Soverign Corporation, Inc.	5/09	1.68 acres	\$0.22/Sq.Ft.
DKL Leisure	9/10	0.32 acre	\$0.22/Sq.Ft.

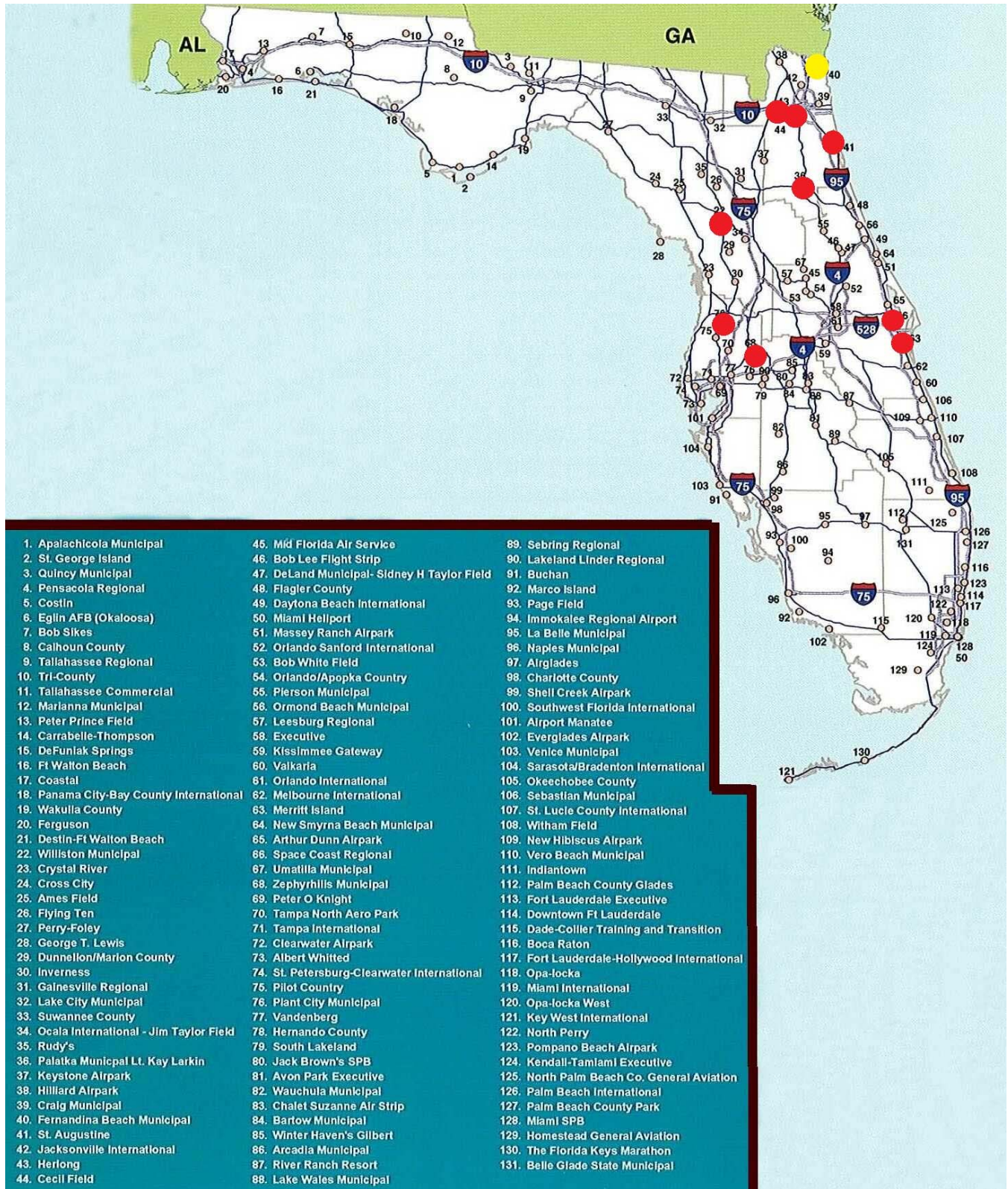
Aeronautical Land Rental Analysis

In this analysis, a direct market rent survey was performed of current annual aeronautical land rent at general aviation airports in northern Florida. The aeronautical land at these airports is owned and controlled by the respective airport authorities and leased to individual tenants.

The aeronautical land is leased for development, as well as in conjunction with airport-owned improvements at the airports. The restrictions on the use of land at these airports are most similar to the ownership and development restrictions at FHB. A summary of the current market aeronautical land rent for these general aviation airports is located on the following page.

SUMMARY OF AERONAUTICAL LAND RENTALS

	Airport	FASP	Based	GA	Fuel	Annual
No.	Name	Reg.	Aircraft	Ops (K)	Flowage (K)	Land (\$/sq.ft.)
1	Northeast Florida Reg'l	NE	300	141.0	1,722.0	\$0.28
2	Herlong	NE	140	60.0	144.0	\$0.15
3	Cecil	NE	93	104.4	N/A	\$0.21-\$0.25
4	Palatka Municipal	NE	47	37.2	138.0	\$0.20
5	Zephyrhills Municipal	WC	205	30.0	188.0	\$0.12
6	Brooksville Tampa Bay Reg'l	WC	123	42.6	535.5	\$0.12
7	Merritt Island	TC	136	113.5	171.0	\$0.15
8	Space Coast Regional	TC	123	87.6	419.0	\$0.23
9	Williston Munic.	NC	58	16.3	165.0	\$0.18
SP	Fernandina Beach Munic.	NE	63	47.0	252.5	



As stated, this was a direct market survey with representatives of the respective airports and the reliability of the information is considered good. The aeronautical land rental at the respective airports is typically established by some form of appraisal. Aeronautical land rental rates are established on a per site basis and the annual rent typically increases in development leases based on an annual adjustment factor such as the Consumer Price Index (CPI); some development leases provide for periodic reappraisal.

We reviewed rental information at four airports in the region and five airports in competitive regions. Below is a discussion of the airports we relied on in our land rental analysis.

Northeast Florida Regional Airport (SGJ) is a general aviation airport in the northeast region. SGJ has a control tower and its longest runway is approximately 8,002 feet in length. According to the airport manager, the recent annual lease rates for aeronautical parcels is \$0.28 per square foot.

Herlong Airport (HEG) is a general aviation airport in the northeast region. HEG does not have a control tower and its longest runway is approximately 3,999 feet in length. According to the airport manager, the recent annual lease rates for aeronautical parcels is \$0.15 per square foot.

Cecil Airport (VQQ) is a general aviation airport in the northeast region. VQQ does have a control tower and its longest runway is approximately 12,503 feet in length. According to the airport manager, the recent annual lease rates for aeronautical parcels is within the range of \$0.21 to \$0.25 per square foot.

Palatka Municipal Airport (28J) is a general aviation airport in the northeast region. 28J does not have a control tower and its longest runway is approximately 6,000 feet in length. According to the airport manager, the recent annual lease rates for aeronautical parcels is \$0.20 per square foot and is based on an appraisal.

Zephyrhills Municipal Airport (ZPH) is a general aviation airport in the west central region. ZPH does not have a control tower and its longest runway is approximately 4,999 feet in length. According to the airport manager, the recent annual lease rates for aeronautical parcels are approximately \$0.12 per square foot and is based on a recent appraisal.

Brooksville Tampa Bay Regional Airport (BKV) is a general aviation airport in the west central region. BKV recently constructed a contract control tower at the airport. The airport does not have customs and its longest runway is approximately 7,002 feet in length. According to the airport manager, the recent annual lease rate for aeronautical parcels is \$0.12 per square foot.

Merritt Island Airport (COI) is a general aviation airport in the Treasure Coast region. COI does not have a control tower at the airport and its longest runway is approximately 3,601 feet in length. According to the airport manager, the recent annual lease rate for aeronautical parcels is \$0.15 per square foot.

Space Coast Regional Airport (TIX) is a general aviation airport in the Treasure Coast region. TIX does have a control tower at the airport and its longest runway is approximately 7,319 feet in length. According to the airport manager, the recent annual lease rate for aeronautical parcels is \$0.23 per square foot.

Williston Airport (X60) is general aviation airport in the north central region. X60 does not have a control tower and its longest runway is approximately 6,669 feet in length. According to the airport manager, the recent annual lease rate for aeronautical parcels is \$0.18 per square foot and is based on a recent appraisal. Previously the minimum bid for aeronautical land at the airport was \$0.07 per square foot.

Once the information was collected, the next factor considered was the comparison of airports to one another. As stated, the airports were selected based on their classifications. Our market research included a review of land rental rates at eight general aviation airports within Florida. This information is considered particularly relevant to an estimate of fair market rent for the subject aeronautical land at FHB as described herein. The aeronautical land rental rates surveyed at these general aviation airports provide a range of \$0.12 to \$0.28 per square foot, with an average of about \$0.18 per square foot.

It should be noted that the aeronautical land rental rates at these airports are typically consistent for all aeronautical land located within the AOA. Based on the market rental information, there appears to be a correlation between the aeronautical land rental rates and airport activity statistics. The airports have been compared based on the activity levels associated with general aviation airports including operations, based aircraft and fuel flowage.

Based on our analysis, the aeronautical land rent at FHB should be at the middle of the range of the other rentals based on a comparison of use restrictions and activity levels at the airports. We have formed the opinion the fair market annual rent for the aeronautical land at FHB would be \$0.20 per square foot.

Aeronautical Building Rental Analysis

The scope of the appraisal includes an estimate of the fair market rent for various aeronautical buildings at FHB. The purpose of the building rental analysis is to provide an estimate of the fair market rental for 13 existing aeronautical buildings, as of the date of valuation.

As stated in the scope of this appraisal, it is our opinion that market research produces the best method of estimating market rental rates between similar property types. This method serves as the basis for our estimation of the fair market rental for the various aeronautical buildings at FHB. The fair market rental analysis will provide an indication of the market rent for the subject buildings based on comparison with comparable aeronautical facilities at other airports in Florida.

For valuation purposes, we reviewed recent rental information obtained from airport managers, as well as FBO operators for aeronautical buildings in Florida. Of the information gathered, we selected the most similar properties for the purpose of comparison to the subject buildings at FHB. For purposes of this analysis, the aeronautical building rent for the maintenance hangars, FBO bulk hangar, quonset hangar and storage units within the t-hangars is based on an annual rent per square foot. The t-hangars are based on a monthly rent per unit. The bulk hangars are based on a monthly rent per square foot.

FHB Building Rental Information

Based on a review of the current rent roll, the building rentals for existing facilities at FHB are summarized on the following page.

Jan. 2018											
Building	Type	Unit Nos.	Number of		Door		Door Opening	Clear Height	Jan. 2018 Rent/Mo.	Annual Rent/SF	Jan-18 Occupancy
			Units	Condition	Type	Size/SF					
1	Sml T	1-6	6	Avg.	Sliding	1,050	42	12	\$271		100%
1	Storage Unit (1)	A	1	Avg.		150			\$136	\$10.88	100%
1	Storage Unit	B	1	Avg.		150			\$66	\$5.28	100%
2	Sml T	7,8,10,11	4	Avg.	Sliding	1,050	42	12	\$271		100%
2	Sml T w/Bonus Area	9,12	2	Avg.		1,200	42	12	\$302		100%
3	Sml T	14,15,17,18	6	Avg.	Sliding	1,050	42	12	\$271		100%
3	Sml T w/Bonus Area	13,16	1	Avg.		1,200	42	12	\$302		100%
4	Sml T	19-24	6	Avg.	Sliding	1,050	42	12	\$271		100%
4	Storage Unit	C	1	Avg.		150			\$66	\$5.28	100%
4	Storage Unit	D	1	Avg.		150			\$66	\$5.28	100%
5	Sml T	25-30	6	Avg.	Sliding	1,050	42	12	\$271		100%
5	Storage Unit	E	1	Avg.		150			\$66	\$5.28	100%
5	Storage Unit	F	1	Avg.		150			\$66	\$5.28	100%
6	Sml T	32,33,35,36	4	Avg.	Sliding	1,050	42	12	\$271		100%
6	Sml T w/Bonus Area	31,34	2	Avg.		1,200			\$302		100%
7	Sml T	37-42	6	Avg.	Sliding	1,050	42	12	\$271		100%
7	Storage Unit (1)	G	1	Avg.		150			\$136	\$10.88	100%
7	Storage Unit	H	1	Avg.		150			\$66	\$5.28	100%
8	Sml T	43,44,47,48	4	Good	Bifold	1,050	42	12	\$404		100%
8	Sml T w/Bonus Area	45,46	2	Good		150			\$434		100%
9	Executive	49-52	4	Good	Bifold	1,825	44	14	\$482		100%
A	Maintenance Hangar		1	Avg.	Sliding	17,100	100	20		\$2.81	100%
B	Maintenance Hangar		1	Avg.	Sliding	11,980	100	20		\$3.83	35%
FBO	FBO Hangar		1	Avg.	Sliding	7,500	55	14		N/A	100%
C	Quonset Hangar		1	Avg.	Bifold	3,050	40	12		\$1.77	100%
Note (1): The storage unit is built out with office finishes and is air conditioned.											

Note (1): The storage unit is built out with office finishes and is air conditioned.

Slack, Johnston & Magenheimer Survey

As discussed in the preceding FHB aeronautical land analysis, we periodically survey rental rates and charges at numerous airports in Florida. The aeronautical building rental rate portion of our survey is the focus of our estimate of the fair market annual rental rates for the aeronautical buildings at FHB as described herein.

For valuation purposes, we have analyzed the FHB buildings based on size and use characteristics and the typical rent unit of comparison. Our analysis has been broken down into three categories including 1) t-hangars and executive hangars (Buildings 1-9), 2) storage units within the t-hangars, 3) maintenance hangars, FBO bulk hangar and quonset hangar.

T-Hangar and Executive Hangar Building Rental Analysis

The single engine t-hangars units have door widths of about 42 feet. The t-hangar buildings are of nested t-hangar design and represent enclosed hangars in a "T" shape for the storage of individual aircraft.

We have reviewed the available information at FHB, as well as individual storage hangar rental information at similar airports in the region. From the numerous general aviation airports in Florida that have individual storage hangars for rent, our rental analysis focused on airports located in northeast Florida, as well as airports similar in use to FHB. Our analysis has used the rent per unit, per month, unit of comparison for the t-hangars and executive hangars as is typical for this type of property.

In our rental research, we reviewed individual storage hangar rental information obtained from airport managers, as well as FBO operators. For valuation purposes, we have relied most heavily on our review of individual storage hangar rental information from area airports. A summary chart and location map of the comparable rentals is located on the following page.

SUMMARY OF T-HANGAR AND EXECUTIVE HANGAR RENTALS

No.	Airport	FASP Region	Based Aircraft	GA Ops (K)	Fuel Flowage Gal. (K)	T-Hangar Type	Monthly Rent (\$/Unit)
1	Herlong	NE	140	60.0	144.0	TE	\$303
						SE	\$280
						SE	\$336
						TE	\$392
						SE	\$351
2	Jacksonville Exec. At Craig	NE	166	118.5	1,002.0	SE	\$400
							\$650
3	Northeast Florida Reg'l	NE	300	141.0	1,722.0	SE	\$325
						Exec.	\$870
4	Palatka Munic.	NE	47	37.2	138.0	SE	\$265
						TE	\$425
5	New Smyrna Beach Munic.	EC	85	131.5	542.0	SE	\$385
6	Merritt Island	TC	136	113.5	171.0	SE	\$600
						SE	\$300
						Exec.	\$750
7	Space Coast Regional	TC	123	87.6	419.0	SE	\$315
						SE	\$330
						SE	\$350
						SE	\$400
8	Arthur Dunn	TC	47	40.5	39.8	SE	\$280
9	Williston Munic.	NC	58	16.3	165.0	TE	\$250
SP	Fernandina Beach Munic.	NE	63	47.0	252.5	SE	\$271
						SE	\$404
						Exec.	\$482

SE Single Engine

TE Twin Engine

Our rental analysis included research of rental rates for primarily single engine t-hangars and executive hangars. As noted, our rental research included confirmation of the rental information through discussion with airport managers, as well as FBO operators and is considered to be of good quality. We reviewed rental rates for individual hangar units at 9 airports in the subject area. The t-hangar and executive hangar rentals were reported based on the monthly average rent at the surveyed airports.

Based on our survey, rental rates for single engine t-hangar units ranged from \$265 to \$600/month. The single engine hangars typically have door widths of about 40 to 43 feet. The median rental rate for standard t-hangar units was \$371/month. We also included rentals of several larger units or twin engine t-hangar units that are renting from \$250 to \$425/month. The twin engine t-hangars typically have door widths of 44 to 50 feet. The rental rates for executive type hangars ranged from \$750 to \$870 per month and consisted of unit ranging from 1,488 to 2,500 square feet. It was noted, these rates also equate to about \$4.16 to \$6.05 per square foot.

Based on our analysis and taking into account the current activity levels at each of the comparable airports, we have estimated the monthly rent for the various individual storage hangar units at FHB. Our analysis took into consideration the overall type, size, age, condition and current occupancies at the individual storage hangar units at FHB. We have estimated the market rent for the subject individual storage hangar units on a monthly basis below.

Bldg.	Type	Unit Nos.	Est. Fair Market Rent/Mo.
1	Sml T	1-6	\$300
2	Sml T	7-12	\$300
3	Sml T	13-18	\$300
4	Sml T	19-24	\$300
5	Sml T	25-30	\$300
6	Sml T	31-36	\$300
7	Sml T	37-42	\$300
8	Sml T	43-48	\$400
9	Exec.	49-52	\$575

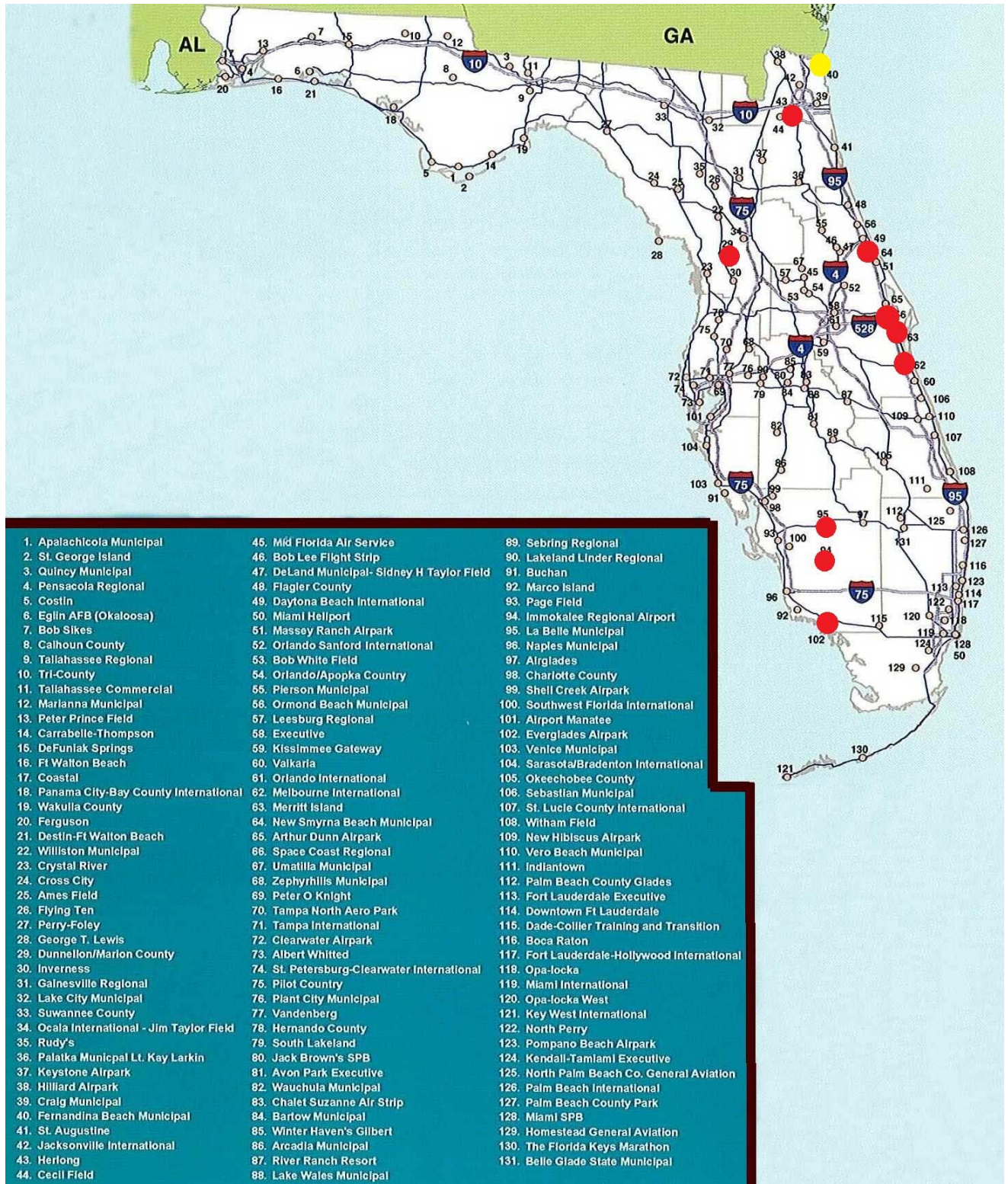
It was noted, several of the t-hangar units are rented with an additional non-partitioned storage unit or "bonus area". Based on our t-hangar rental analysis as well as the subsequent storage unit analysis we have estimated the fair market rent for the t-hangar units with bonus areas to be an additional \$35 per month in addition to the above concluded rental rates. Our estimate of market rent for Units 9, 12, 13, 16, 31 and 34 is \$335 per month and our estimate of market rent for Units 45 and 46 is \$435 per month.

Storage Unit Rental Analysis

As noted, the t-hangar buildings are of nested t-hangar design and include storage areas at either ends of the buildings. The storage units within these hangars contain 150 square feet each. It was noted, based on our inspection there are three different categories of storage units within the t-hangars. The three categories include, 1) partition storage areas, 2) non-partitioned storage areas that are incorporated into a t-hangar unit, which we have referred to as a t-hangar unit with bonus area and 3) partitioned storage areas built out with office finishes and air conditioned. For valuation purposes, we reviewed recent rental information concerning similar storage unit rentals. The storage unit rentals have been analyzed on an annual rent per square foot of building area. A summary chart and location map of the comparable storage unit rentals are presented on the following pages.

SUMMARY OF STORAGE UNIT/OFFICE RENTALS

Airport No. Name	FASP Reg.	Based Aircraft	GA Ops (K)	Fuel Flowage (K)	T-Hangar Type	Unit Price/Mo.	Unit Size/SF	Unit Price/SF/Yr.
1 New Smyrna Beach Munic.	EC	85	131.5	542.0	Strg.	\$150	300	\$6.00
2 Immokalee	SW	52	36.5	200.0	Strg.	\$177	500	\$4.25
3 LaBelle Munic.	SW	82	18.0	117.0	Strg.	\$100	300	\$4.00
4 Marion County	NC	102	38.6	106.2	Strg.	\$50	147	\$4.08
5 Everglades Airport	SW	7	6.5	11.0	Strg.	\$182	560	\$3.90
6 Melbourne Int'l	TC	255	84.4	1,246.6	Strg.	\$80	168	\$5.71
7 Merritt Island	TC	136	113.5	171.0	Strg.	N/A	Varies	\$1.75
8 Space Coast Regional	TC	123	87.6	419.0	Strg.	N/A	Varies	\$2.00
9 Herlong	NE	140	60.0	144.0	Office	N/A	439-552	\$12.29
SP Fernandina Beach Munic.	NE	63	47.0	252.5				



We analyzed storage unit rentals at nine different airports. The comparable storage unit rentals range in size from 147 to 560 square feet and range in rental rates from \$1.75 to \$6.00 per square foot. In addition, we also included smaller office rentals which ranged in size from 439 to 552 square feet and rent for \$12.29 per square foot. Based on our analysis we have estimated the market rent for the various storage units at FHB as follows:

Unit Nos.	Size/SF	Type	Est. Fair Market Rent/SF/Yr.	Est. Fair Market Rent/Unit/Mo.
B,C,D,E,F&H	150	Partitioned Storage Unit	\$5.60	\$70
Portion 9,12,13,16,31,34,45&46	150	T-Hangar Bonus Area	\$2.80	\$35
A,G	150	Storage Unit with Office	\$12.00	\$150

Maintenance Hangars, FBO Bulk Hangar and Quonset Hangar Building Rental Analysis

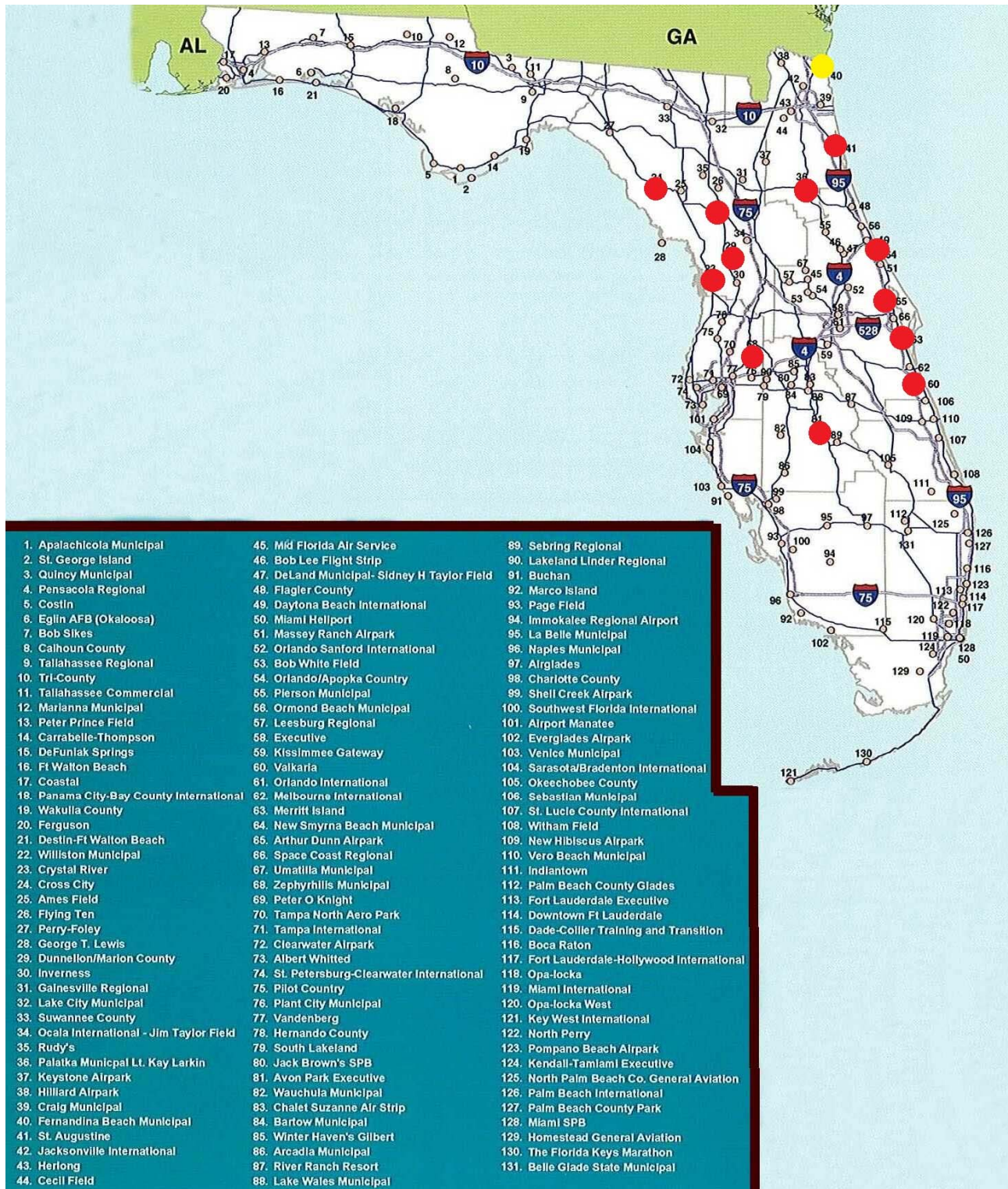
Building A is a maintenance hangar and contains 17,100 square feet and includes about 42% support area. Building A is currently leased for \$2.81 per square foot. Building B is a maintenance hangar and contains 11,980 square feet and includes about 17% support area. Building B is currently partially leased and the rent equates to \$3.83 per square foot. The FBO Bulk Hangar contains 7,500 square feet, which includes 4,400 square feet of hangar area and 3,100 square feet of terminal and shop space. We were not provided any rental information for this building. Building C is a quonset style hangar building. It contains 3,050 square feet of hangar area and is currently rented for \$1.77 per square foot.

For valuation purposes, we reviewed recent rental information concerning similar aeronautical building rentals. The building rentals have been analyzed on an annual rent per square foot of building area. It should be noted that the annual rental rates for Buildings A, B, FBO Bulk Hangar and C were reported to include only the land under the building. The hangar rental rates are generally quoted on a gross basis, with the tenant responsible for utilities, liability insurance and minor maintenance.

The building rentals were selected based on their size, type, condition, location and use. Of the information collected, we have selected building rentals from 12 airports that are considered similar based on the salient characteristics under analysis. Based on our research, there was a limited supply of rental information for quonset style hangars; therefore our research was expanded to include smaller box hangar rentals, which are considered similar in size and utility. Our analysis included a review of rental rates for maintenance, corporate type hangars, terminal/hangars and smaller box hangars. A summary chart and location map of the comparable building rentals are presented on the following pages.

SUMMARY OF LARGER BUILDING RENTALS

No.	Airport	FASP Region	Based Aircraft	GA Ops (K)	Fuel Flowage Gal. (K)	Type	Support Area sq.ft.	%	Hangar Area (sq.ft.)	Total Bldg. Area (sq.ft.)	Annual Bldg. Rent (\$/sq.ft.)
1	Arthur Dunn	TC	47	40.5	39.8	Terminal/ Hangar	5,200	52%	4,800	10,000	\$3.88
2	Palatka Munic.	NE	47	37.2	138.0	Terminal	1,000	100%	0	1,000	\$7.80
3	Zephyrhills Munic.	WC	205	30.0	188.0	Terminal/ Hangar	6,800	32%	14,400	21,200	\$4.02
4	Avon Park Exec.	C	37	32.4	N/A	Maint. Hangar	9,100	42%	12,800	21,900	\$4.00
5	Northeast Florida Reg'l	NC	300	141.0	1,722.0	Maint. Hangar	N/A	N/A	N/A	12,582	\$3.82
6	Marion County	NC	102	38.6	106.2	Corporate Hangar	0	0%	10,000	10,000	\$3.91
						Corporate Hangar	2,000	24%	6,400	8,400	\$2.80
7	Merritt Island	TC	136	113.5	171.0	Terminal	2,000	100%	0	2,000	\$4.75
8	New Smyrna Beach Munic.	NE	85	131.5	542.0	Corporate Hangar	2,000	20%	8,000	10,000	\$9.01
						Box Hangar	0	0%	4,900	4,900	\$2.66
9	Cross City	NC	10	18.0	144.0	Box Hangar	0	0%	3,600	3,600	\$2.33
10	Williston Munic.	NC	58	16.3	165.0	Box Hangar	0	0%	3,600	3,600	\$2.25
11	Valkaria	EC	108	53.2	79.0	Box Hangar	0	0%	2,500	2,500	\$2.40
12	Crystal River	NC	40	28.3	67.3	Box Hangar	0	0%	2,500	2,500	\$2.64
SP	Fernandina Beach Munic.	NE	63	47.0	252.5	Hangar A	7,100	42%	10,000	17,100	
						Hangar B	1,980	17%	10,000	11,980	
						Hangar FBO	3,100	41%	4,400	7,500	
						Hangar C	0	0%	3,050	3,050	



We have included various building rentals at 12 general aviation airports in Florida considered similar to the maintenance hangars, FBO hangar and quonset hangar at FHB.

We have included seven hangar rentals in comparison to Buildings A and B, which consists of maintenance hangars. Rentals 1, 3, 4, 5, 6 and 8 consist of maintenance and corporate type hangars and range in size from 8,400 to 21,900 square feet with 0% to 42% support area. The hangar rentals range in rental rates from \$2.80 to \$9.01 per square foot and have been adjusted to include only the land under the buildings.

At the request of the client, we have estimated individual rental rates for the hangar and terminal components of the FBO Bulk Hangar building. We have included several hangar and/or terminal rentals in comparison to the FBO Bulk Hangar. The terminal/hangar rentals (Rentals 1 and 3) range in size from 10,000 to 21,200 square feet and range in rental rates from \$3.88 to \$4.02 per square foot. The freestanding terminal rentals (Rentals 2 and 7) range in size from 1,000 to 2,000 square feet and range in rental rates from \$4.75 to \$7.80 per square foot. The hangar rentals with no support area (Rental 8) range in size from 4,900 to 10,000 square feet and are rented for \$2.66 and \$3.91 per square foot. These rentals have been adjusted to include only the land under the buildings.

We have included five smaller box hangar rentals in comparison to Building C. As discussed, there was a limited supply of rental information for quonset style hangars so our research was expanded to include smaller box hangar rentals, which are considered similar in size and utility. The box hangar rentals (Rentals 8, 9, 10, 11 and 12) range in size from 2,500 to 4,900 square feet and range in rental rates from \$2.25 to \$2.66 per square foot.

Rental 1 Arthur Dunn Airpark (X21) is a general aviation airport in Brevard County within the east central region of Florida. A terminal/hangar building is currently leased at the airport. It contains a total of 10,000 square feet with 52% support area. The pre-engineered metal building has hangar doors on both sides of the building with door openings of 55 feet and clear door heights of about 16.5 feet. It is currently used by a skydive operation which uses the support area as terminal space. The building is currently leased for \$3.88 per square foot, including only the land under the building. The terminal/hangar building is owned by the airport and rented to single user.

Rental 2 Palatka Municipal Airport (28J) is a general aviation airport in Putnam County within the northeast region of Florida. A terminal building is currently available for lease at the airport. It contains a total of 1,000 square feet and represents 100% terminal space. The asking rent equates to \$7.80 per square foot including only the land under the building. The terminal building is owned by the airport. According to the airport manager the terminal building was recently renovated and is in good condition.

Rental 3 Zephyrhills Municipal Airport (ZPH) is a general aviation airport in Pasco County within the west central region of Florida. A terminal/hangar building is currently leased at the airport. It contains a total of 21,200 square feet with 32% support area. The pre-engineered metal building has a door opening of about 90 feet and clear door height of about 16.5 feet. The building is currently leased for \$4.02 per square foot, including only the land under the building. The terminal/hangar building is owned by the airport and rented to single user.

Rental 4 Avon Park Airport is a general aviation airport in Highlands County in the central region of Florida. A maintenance hangar is currently available for lease at the airport. It contains a total of 21,900 square feet of hangar space and includes about 42% support area. According to the owner, they are currently trying to sublease the hangar with an asking rent of \$4.00 per square foot, including only the land under the building.

Rental 5 Northeast Florida Regional Airport is a general aviation airport in St. Johns County in the north east region of Florida. A maintenance hangar is currently leased at the airport. It contains a total of 12,582 square feet. The building is reportedly leased for \$3.82 per square foot, including only the land under the building.

Rental 6 Marion County Airport is a general aviation airport in Marion County in the north central region of Florida. There are two corporate hangars currently leased at the airport. The hangars contain a total of 10,000 and 8,400 square feet. The 10,000 square foot hangar consists of 100% hangar area and the 8,400 square foot hangar includes 24% support area. The hangars are reportedly leased for \$3.91 and \$2.80 per square foot, including only the land under the building.

Rental 7 Merritt Island Airport is a general aviation airport in Brevard County in the Treasure Coast region of Florida. There is a terminal building currently leased at the airport. It contains a total of 2,000 square feet and is leased for \$4.75 per square foot, including only the land under the building. The building is in fair condition and is used by a flight school.

Rental 8 New Smyrna Beach Municipal Airport is a general aviation airport in Volusia County in the north east region of Florida. There is a corporate hangar currently leased at the airport. It contains a total of 10,000 square feet and includes about 20% support area and is leased for \$9.01 per square foot, including only the land under the building. There is also a box hangar leased, that contains 4,900 square feet of hangar area and is rented for \$2.66 per square foot.

Rental 9 Cross City Airport is a general aviation airport in Dixie County in the north central region of Florida. There are box hangars leased at the airport that contains 3,600 square feet of hangar area and are rented for \$2.33 per square foot.

Rental 10 Williston Municipal Airport is a general aviation airport in Levy County in the north central region of Florida. There are box hangars leased at the airport that contains 3,600 square feet of hangar area and are rented for \$2.25 per square foot.

Rental 11 Valkaria Airport is a general aviation airport in Brevard County in the east central region of Florida. There are box hangars leased at the airport that contains 2,500 square feet of hangar area and are rented for \$2.40 per square foot.

Rental 12 Crystal River Airport is a general aviation airport in Brevard County in the east central region of Florida. There are box hangars leased at the airport that contains 2,500 square feet of hangar area and are rented for \$2.64 per square foot.

As mentioned previously, we reviewed rental rates for numerous aeronautical buildings in Florida. The rentals used in this report were selected based on their size, type, condition, location and use. Of the information collected, we have focused on corporate and maintenance hangar buildings, as well as general aviation terminal building rentals and offices for purposes of this analysis. The rental information was reported based on an annual building rent per square foot basis for the larger hangar buildings. Once the building rental information is collected and analyzed the rental information is compared to the subject buildings.

The location of the comparable properties was considered. All of the facilities are at general aviation airports. The overall locations of these facilities are considered generally similar to the subjects' locations. The age and condition was also considered in our analysis of the individual subject buildings. The following is a summary of the rental analysis for the subject buildings.

Based on our analysis of the above comparable rentals, we have estimated the market rent for the subject buildings on an annual rent per square foot basis as follows:

<u>Aeronautical Buildings</u>	<u>Building Type</u>	<u>Rent/Sq.Ft./Yr.</u>
Building A	Maintenance Hangar	\$3.50 (1)
Building B	Maintenance Hangar	\$4.00 (1)
FBO Bulk	Hangar Area	\$3.00 (1)
FBO Bulk	Terminal Terminal	\$5.00 (1)
Building C	Quonset	\$2.25 (1)

Note (1): Rent includes only the land under the building and on a gross basis.

RECONCILIATION

The process of reconciliation reviews and reexamines the scope of the appraisal assignments, as well as the approaches to value that were used. Our analysis began with defining the scope of the assignment. The scope of the assignment was limited to an estimate of the fair market annual rent for the subject properties, as described herein. As stated, for purposes of this report, we have divided the analysis and fair market rental valuation of the properties into sections including the aeronautical land, t-hangars and executive hangar buildings, storage units and larger hangar building, as described herein.

The scope of this analysis included a visit to FHB and the various properties comprising the subject properties of this report. The scope also includes market research regarding the fair market rental rates for the various land and improvements. This analysis is limited to a rental analysis of the properties described in the following report and has not considered the market value of the fee simple or leased fee interests in the land or building improvements at FHB.

As requested, we have limited the scope of this appraisal to the fair market annual rental estimate for the various aeronautical land and improvements as described herein. The rental analysis that forms the basis for our annual fair market rental estimates for the subject properties was based on information was obtained through research of local market conditions, as well as with airport managers and FBO operators and is considered the best available information as of the date of valuation.

ADDENDA

ADDENDUM A - Slack, Johnston & Magenheimer Airport Survey

General Aviation Airport Summary - Florida 2016-17

Prepared By: Slack, Johnston & Magenheimer, Inc.
7245 SW 87 Avenue, Suite 300
Miami, Florida 33173
305-670-2111
E-mail: SJMiami@aol.com

Slack, Johnston & Magenheimer's 2016-17 general aviation airport survey included 58 airports within Florida. The 2016-17 survey was our 22nd state-wide survey and included a variety of general aviation, non-hub commercial and small hub commercial airports with greater than +/-25,000 annual operations. Large and medium hub commercial airports were excluded from the survey. The primary focus of our survey was rental rates and charges for airport properties, including both aviation and non-aviation uses. The airports have been classified based on location, physical size, annual operations, based aircraft and fuel flowage. The data collected includes statistical information, as well as rates and charges information, for various types of airport properties.

The rates and charges information included fuel flowage fees, ground, pavement and building rental rates, as well as a variety of aircraft storage rates including tie downs, T, shade, corporate and community hangars. The survey results have been summarized into selected categories and represent only a portion of the information gathered. Due to the limitations in the information described in this summary, care should be exercised in relying solely upon this summary for comparative purposes and is explicitly not intended to establish rates at any airport.

Slack, Johnston & Magenheimer's 2016-17 survey continues to indicate that, although there is a wide variation in geographic locations and non-aviation property values throughout the state, there is less of a variation in rental rates and charges for various components at general aviation airports. In our summary, the state was divided into four geographic regions. A list of the airports surveyed, as well as a state map delineating the geographic divisions is attached.

The scope of our survey included email questionnaires and personal telephone interviews with airport managers and fixed base operators (FBOs) conducted during mid-2017. In addition, our analysis included a review of several secondary general aviation data sources. These included the Florida Department of Transportation Florida Aviation System Plan and Federal Aviation Administration reports, as well as various third party data sources.

The latest airport activity information indicates general aviation activity in Florida continues to experience stability over the past 5 years. Statewide, over the past 5 years average based aircraft levels have increased about 5%, while there has been slight decrease in average operations of about 2% and increases in average fuel flowage of about 16%. Overall airport activity levels around the state vary by region, although positive trends continue in fuel flowage in most regions. Over the past year, general aviation activity at the airports surveyed continues to indicate overall stability, with some modest growth in fuel flowage of about 4% and based aircraft 2%, while operations have declined about 1% for 2016 as compared to 2015.

The 2016-17 survey includes charts of regional airport activity including operations, based aircraft and fuel flowage. The southeast region showed a slight decrease in operations and increases in based aircraft and fuel flowage for 2016 as compared to 2015. The southwest region showed stability in based aircraft and operations and increased fuel flowage over the past year. The northeast region showed decreases in operations and based aircraft and increases in fuel flowage for 2016 as compared to 2015. The northwest region showed stable operations, fuel flowage and based aircraft over the past year.

In our continued effort to monitor the condition of the general aviation industry in Florida, we have reviewed the general aviation activity levels over the past several years, including the historic activity levels of annual airport operations and civilian airmen population. In addition, we continue to monitor the commercial aviation industry in Florida, including enplaned passengers and cargo activity.

Our analysis of the annual operations at all Florida airports with FAA control towers built prior to 2002 indicates in 2016, total operations and general aviation operations were stable compared to 2015. Last year, the level of operations at general aviation and smaller commercial airports showed stable total operations and general aviation operations compared to the prior year. In 2016, general aviation itinerant and local operations over the past year showed itinerant operations decreased about 3%, while local operations increased over 1%.

Our analysis of the national population of civilian airmen showed increases in total, student and private pilots over the past year. In Florida, the population of total, student and private pilots increased consistent with national trends for 2016 as compared to 2015. Further analysis of the pilot population shows the average age of all pilots is 44.9 years, with the average age of private pilots 48.4 years. These average ages have been increased only slightly over the past 20 years, although about 30% of private pilots are 60 years and older. In 1996, the average of all pilots was 43.2 years and the average age of private pilots was 45.1 years. It is interesting to note the population of private pilots has decreased about 27.6% since 2006 and decreased about 34.5% since 1996.

A review of the commercial aviation activity of enplaned passengers and enplaned cargo tonnage indicates that activity continues to be primarily centered at Florida's large and medium hub airports. The number of enplaned passengers increased about 3%, while cargo increased about 1% in 2016 as compared to 2015.

As always, many factors impact the industry including the fuel prices, aircraft fleet and aging pilot population. A review of the FFA's Aerospace Forecast shows the general aviation and air taxi fleet of about 210,000 aircraft, with piston aircraft representing about 68% of the fleet. It was noted the overall fleet has decreased about 5% over the past five years and is expected to remain stable for the next 5 years. A breakdown of the fleet shows over the past 5 years the piston aircraft fleet has declined about 8% and is expected to decline about 4% over the next five years. This decline contrasts with the turbine fleet which has increase about 10% over the past five years and is expected to increase about 6% over the next five years. Contrasting the fleet with fuel consumption provides an interesting perspective. Total general aviation fuel consumptions over the past five years have been stable, while fuel consumption is projected to increase about 15% over the next five years. AvGas represents about 12% of total fuel consumption and has declined about 4% over the past five years and is projected to decline about 6% over the next five years. Based on the aforementioned indicators, it is evident jet traffic will be general aviation's future growth.

As always, aviation professionals around Florida remain optimistic. Despite the election results, hurricanes, wild fires and other countries meddling in our elections, aviation in Florida remains strong, with many challenges and opportunities. Overall, the trends of less operations and more fuel flowage continues to indicate most growth, and revenue, potential remains in personal and corporate jet traffic. As always, we encourage airports to take a balanced approach to revenue forecasting to the same degree as aeronautical uses.

The following information summarizes our survey. We look forward to continuing to serve the rates and charges and general real estate appraisal consulting needs of the Florida aviation community. Let us know if we can further assist you.

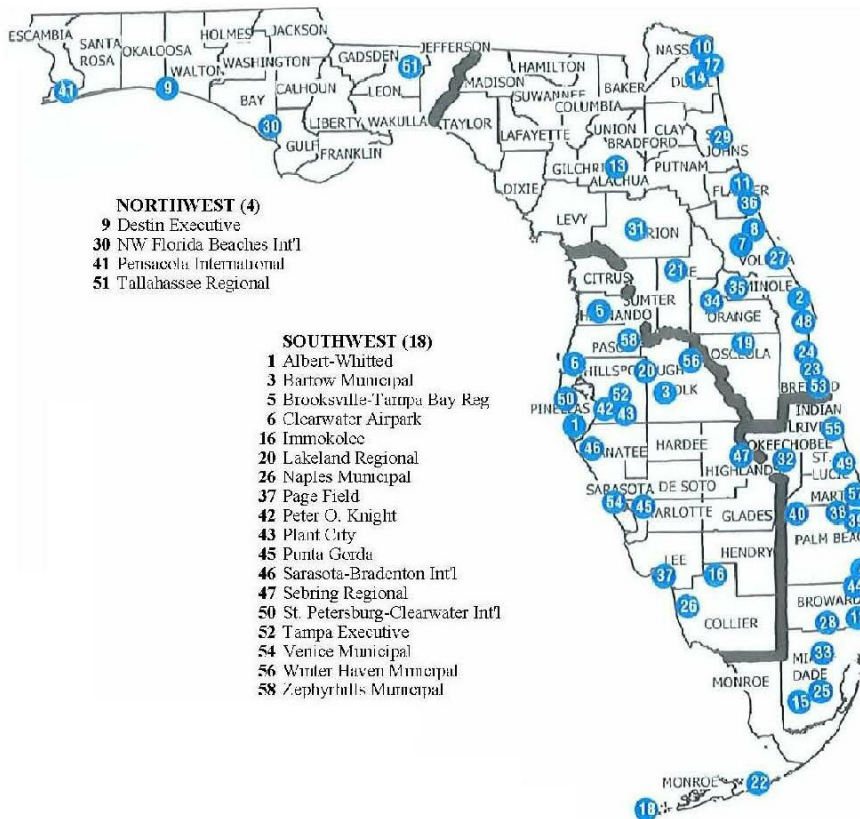
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General Aviation Airport Survey - Florida 2016-17

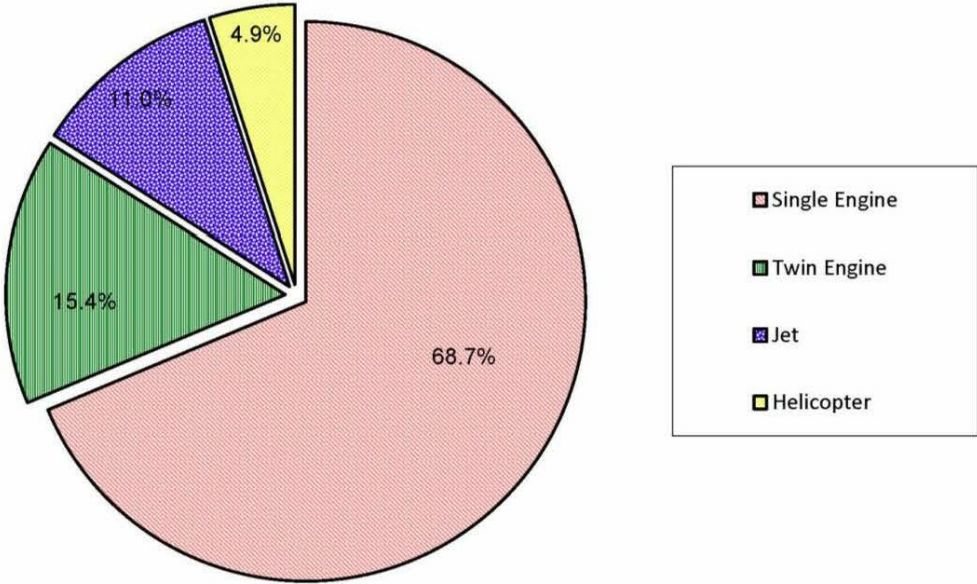
Prepared by: Slack, Johnston & Magenheimer, Inc.
7245 SW 87 Avenue, Suite 300, Miami, Florida
Phone: 305-670-2111 Email: SJMiami@aol.com

General Aviation, Non-Hub Commercial and Small-Hub Commercial Airports with > +/-25,000 Annual Op

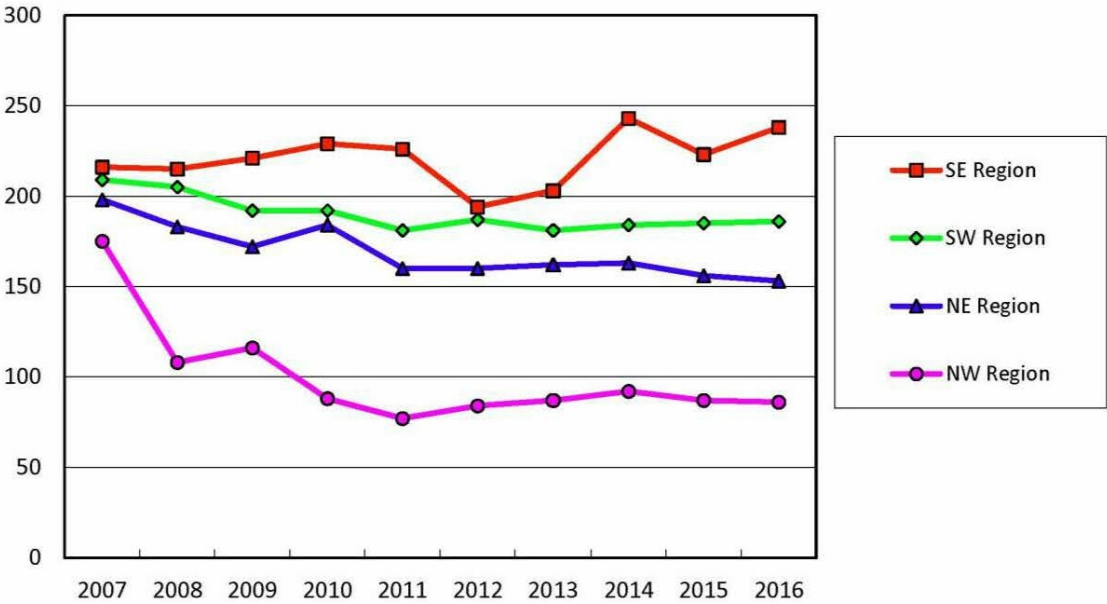
	Airports Surveyed	Airport Size (Acres)	Based Aircraft	Annual GA Operations	Annual GA Fuel Flowage	Fuel Flowage Fee (\$/gal.)	Annual Ground Rent (\$/Sq. Ft.)	Aircraft Storage			
								Tie-Down S.E. (\$/mo.)	T-Hangars S.E. (\$/mo.)	T.E. (\$/mo.)	Shade S.E. (\$/mo.)
Total	58										
High-		4,000	999	276,400	13,125,000	\$0.200	\$1.42	\$150.00	\$770	\$1,150	\$400
Low-		47	11	28,600	23,000	\$0.030	\$0.04	\$25.00	\$190	\$281	\$95
Mean-		1,152	182	88,600	1,447,300	\$0.071	\$0.25	\$82.60	\$379	\$542	\$198
Southeast	16										
High-		3,700	999	276,400	13,125,000	\$0.150	\$1.42	\$150.00	\$770	\$1,150	\$400
Low-		197	11	32,200	23,000	\$0.030	\$0.07	\$60.00	\$260	\$458	\$150
Mean-		1,045	238	113,900	2,571,400	\$0.075	\$0.29	\$113.90	\$528	\$787	\$239
Southwest	18										
High-		2,400	409	111,700	6,714,000	\$0.100	\$0.53	\$125.00	\$513	\$784	\$300
Low-		47	40	30,000	69,000	\$0.040	\$0.04	\$25.00	\$249	\$289	\$95
Mean-		989	186	65,400	991,400	\$0.063	\$0.23	\$70.10	\$347	\$484	\$184
Northeast	20										
High-		2,800	350	197,500	2,689,000	\$0.200	\$0.33	\$150.00	\$450	\$850	\$310
Low-		138	47	40,000	40,000	\$0.040	\$0.12	\$32.00	\$217	\$308	\$115
Mean-		1,210	153	97,600	958,900	\$0.074	\$0.22	\$70.10	\$323	\$460	\$189
Northwest	4										
High-		4,000	110	63,000	1,502,000	\$0.090	\$0.33	\$100.00	\$453	\$606	n/a
Low-		395	21	28,600	1,205,000	\$0.040	\$0.08	\$60.00	\$190	\$281	n/a
Mean-		2,024	86	46,800	1,322,000	\$0.065	\$0.25	\$76.80	\$291	\$409	n/a

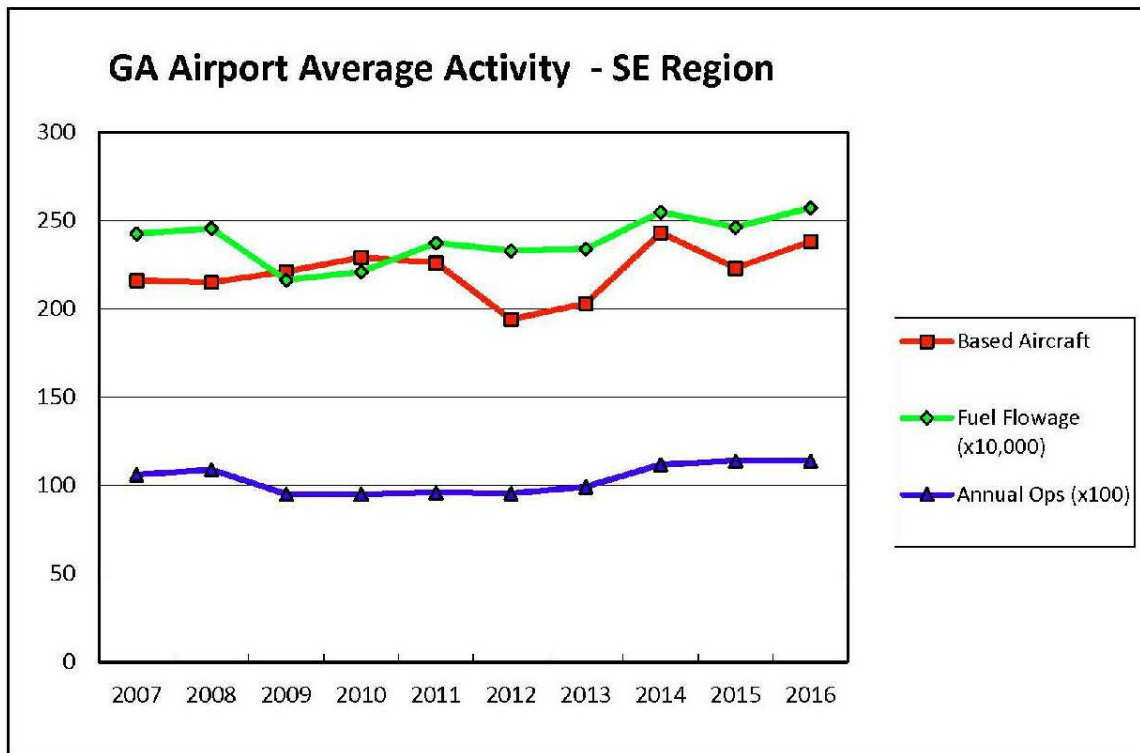
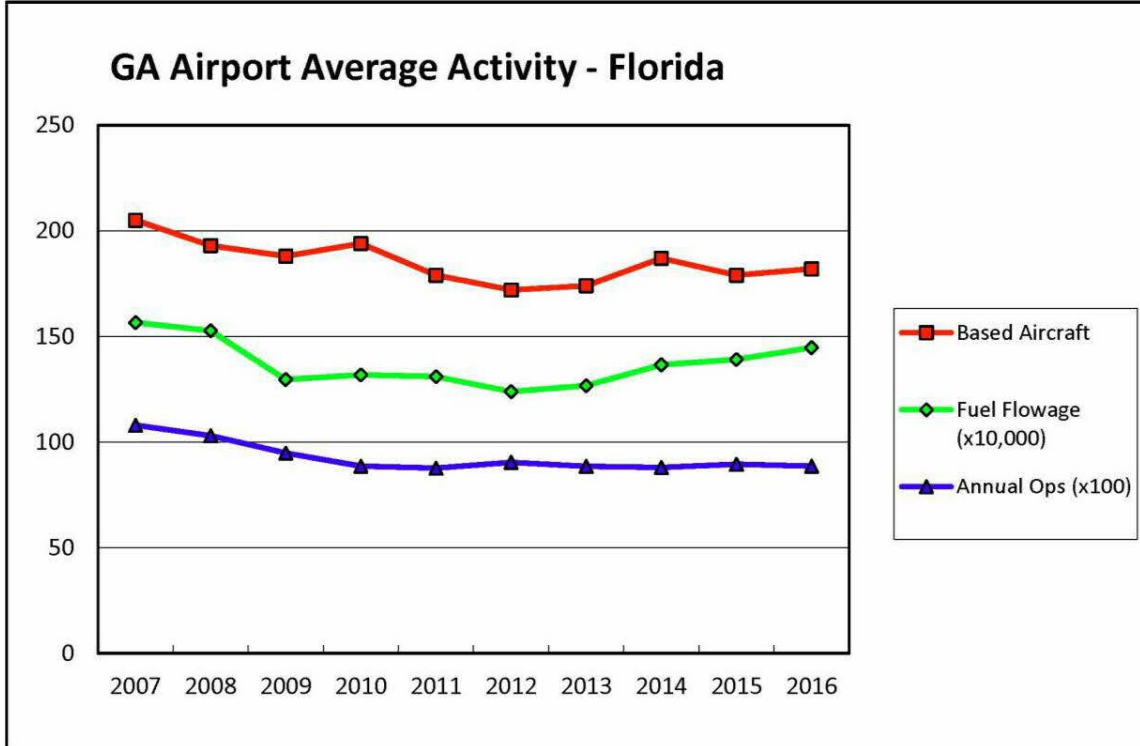


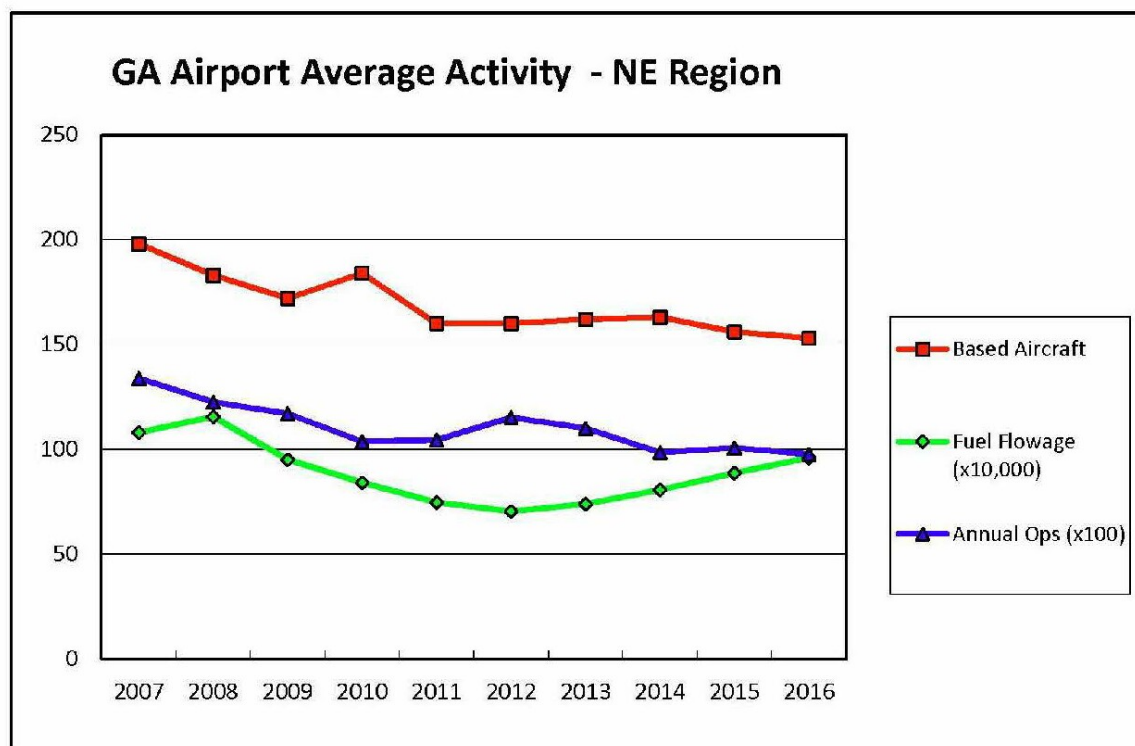
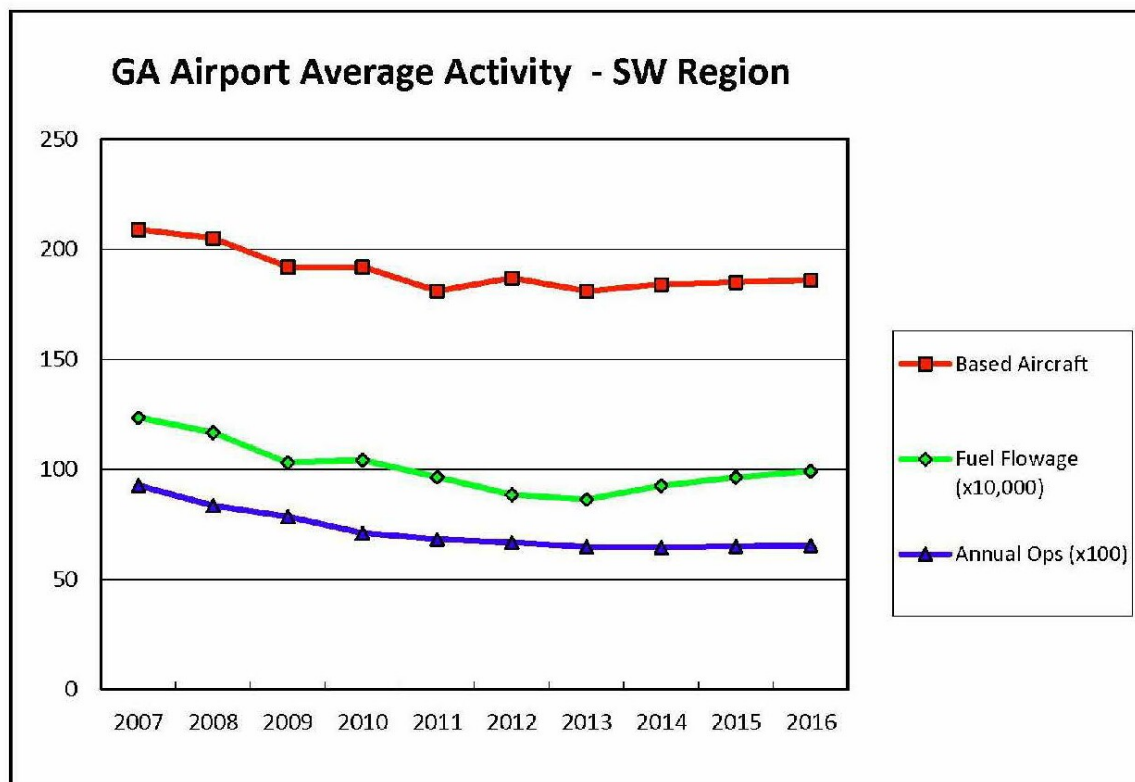
**GA Airports Average Based Aircraft Distribution -
2016-17**



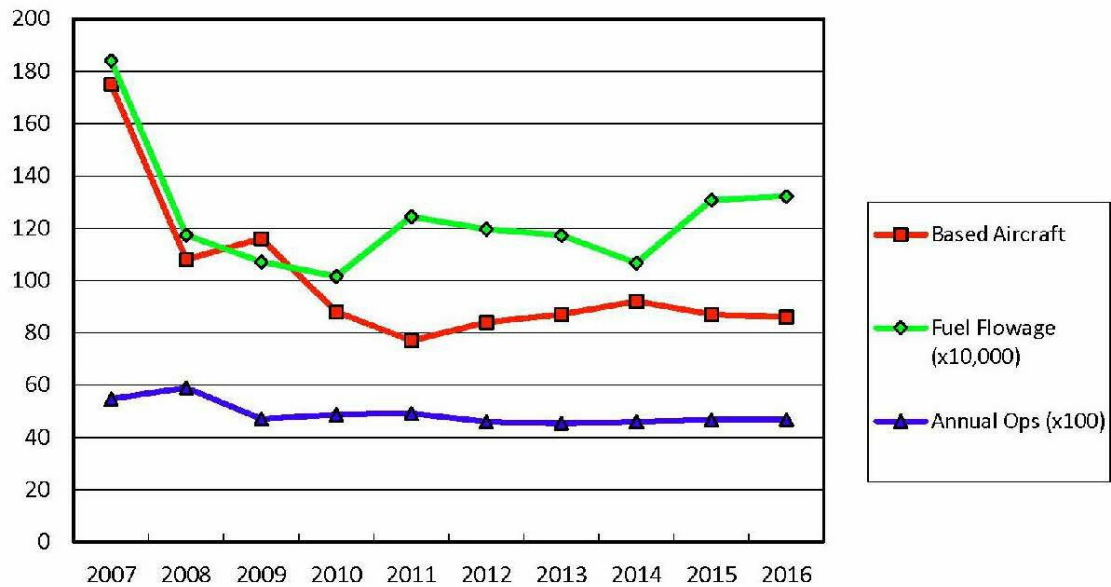
GA Airport Average Based Aircraft-By Region



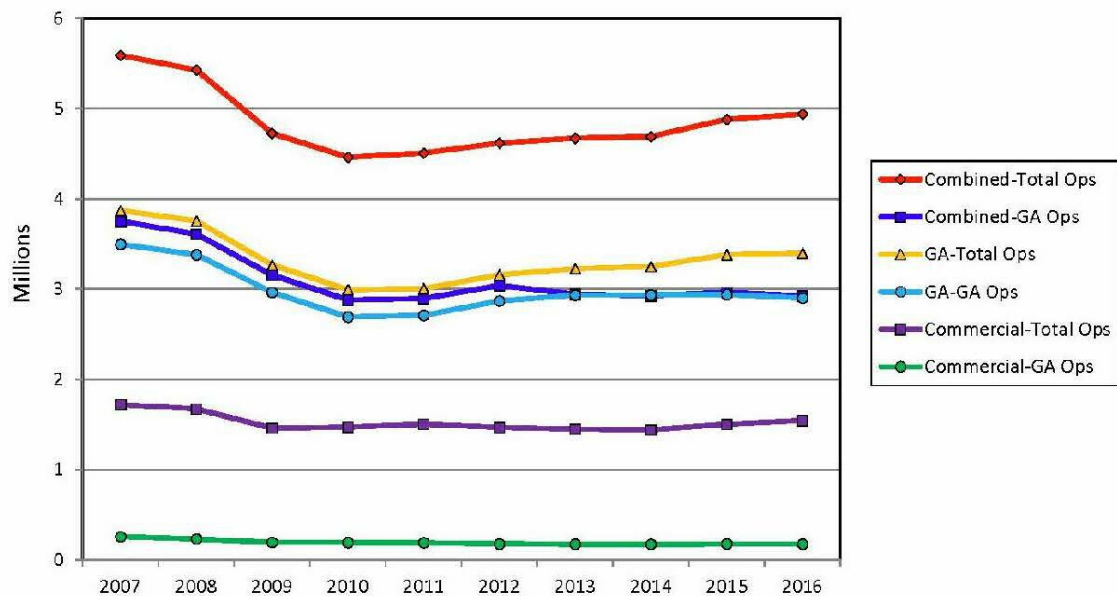


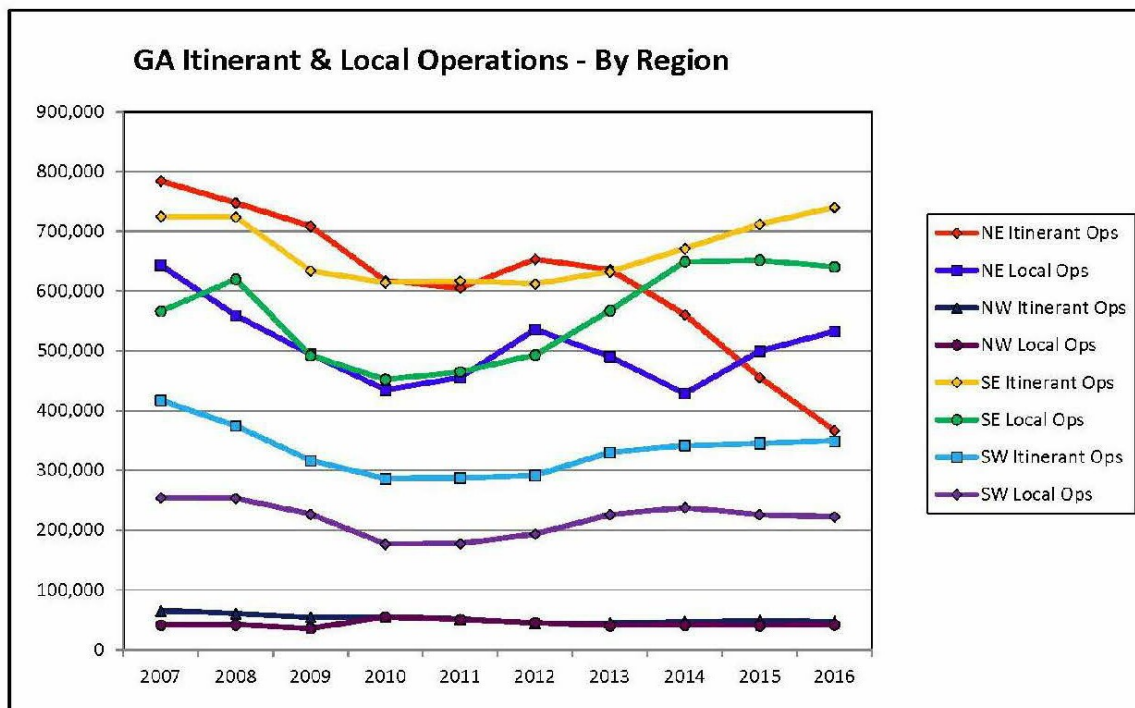
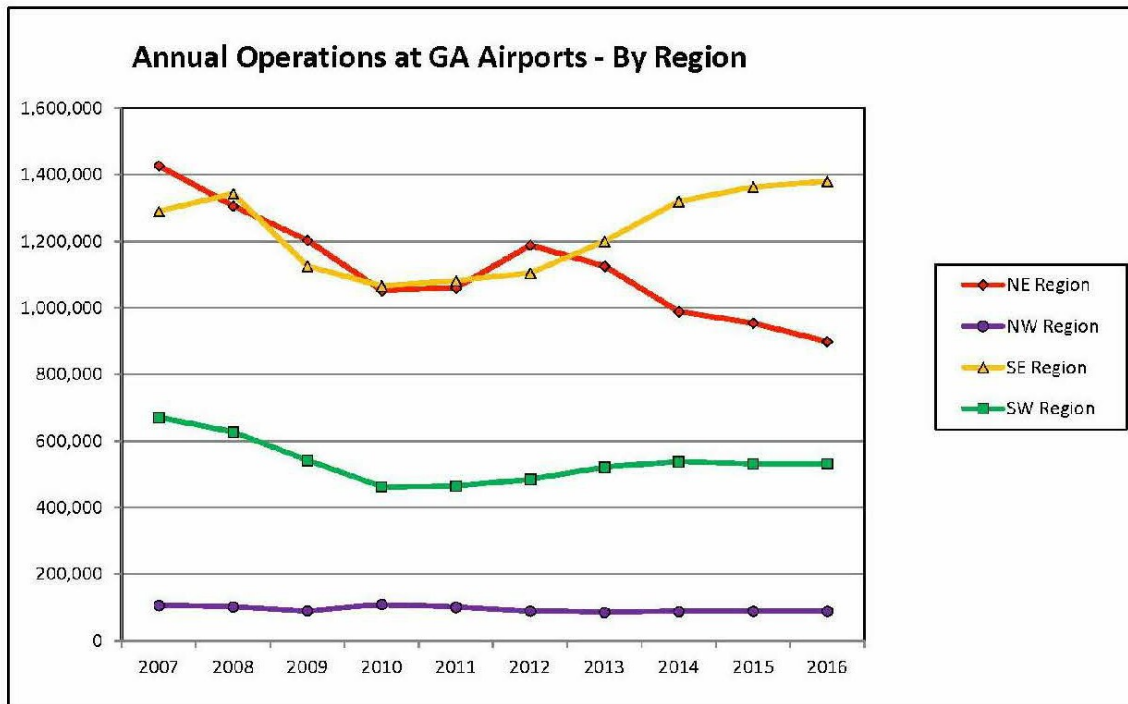


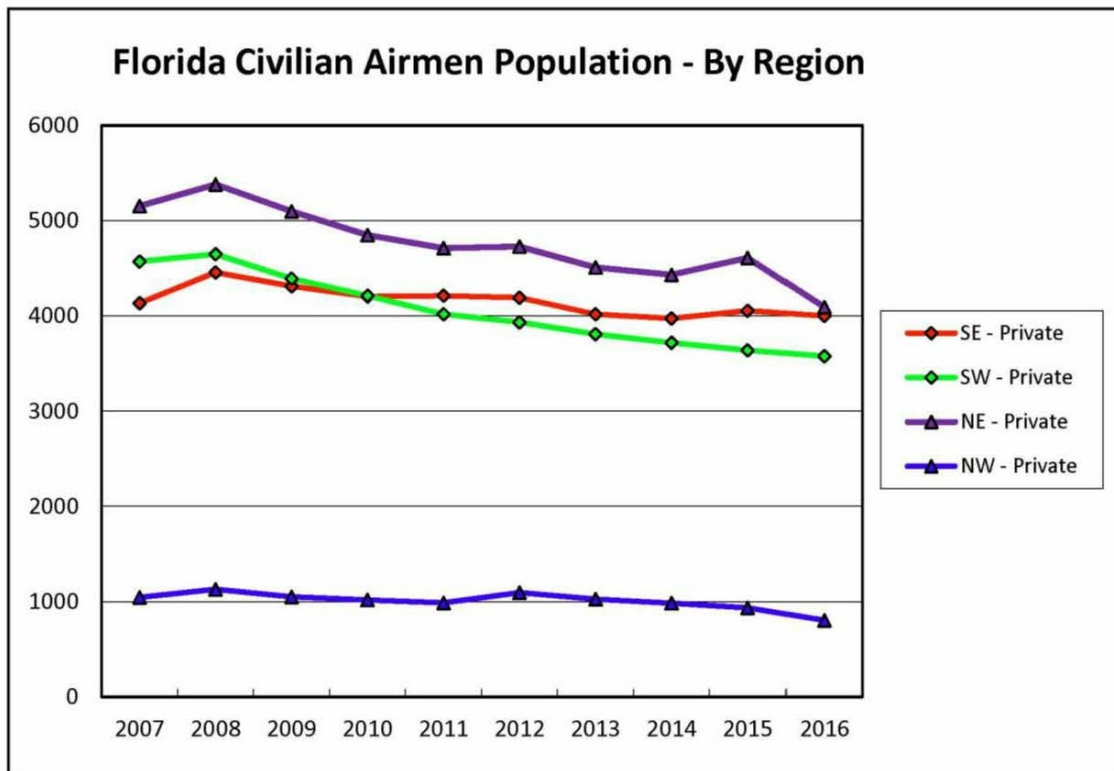
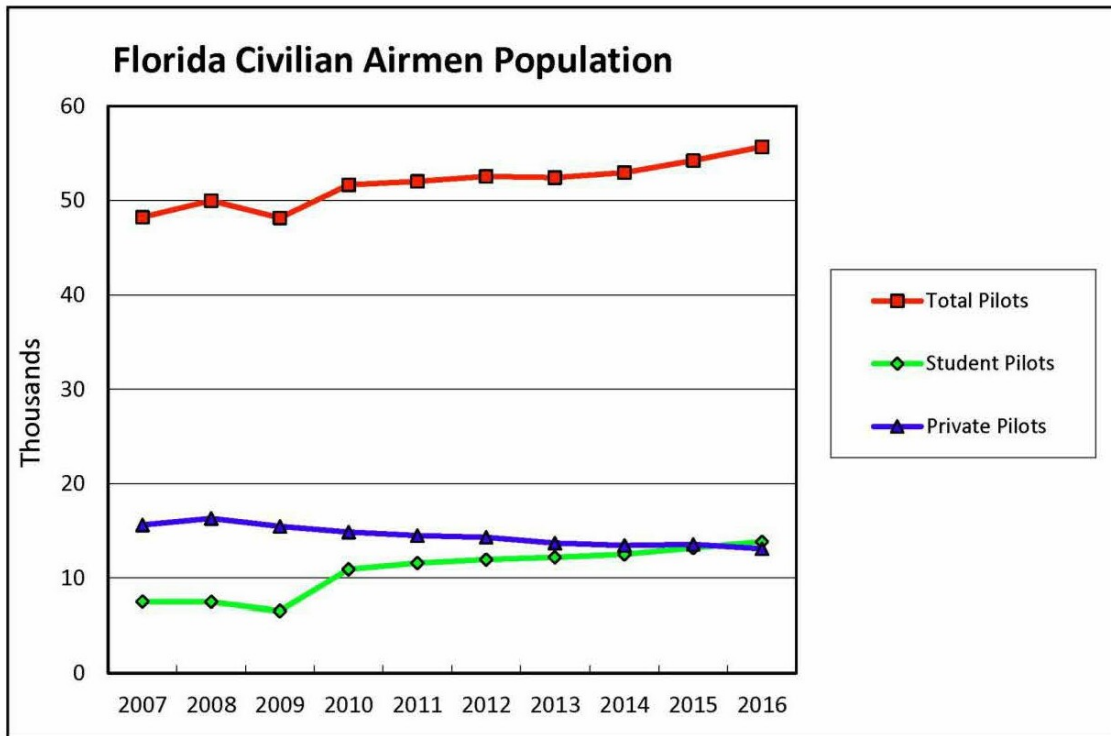
GA Airport Average Activity - NW Region

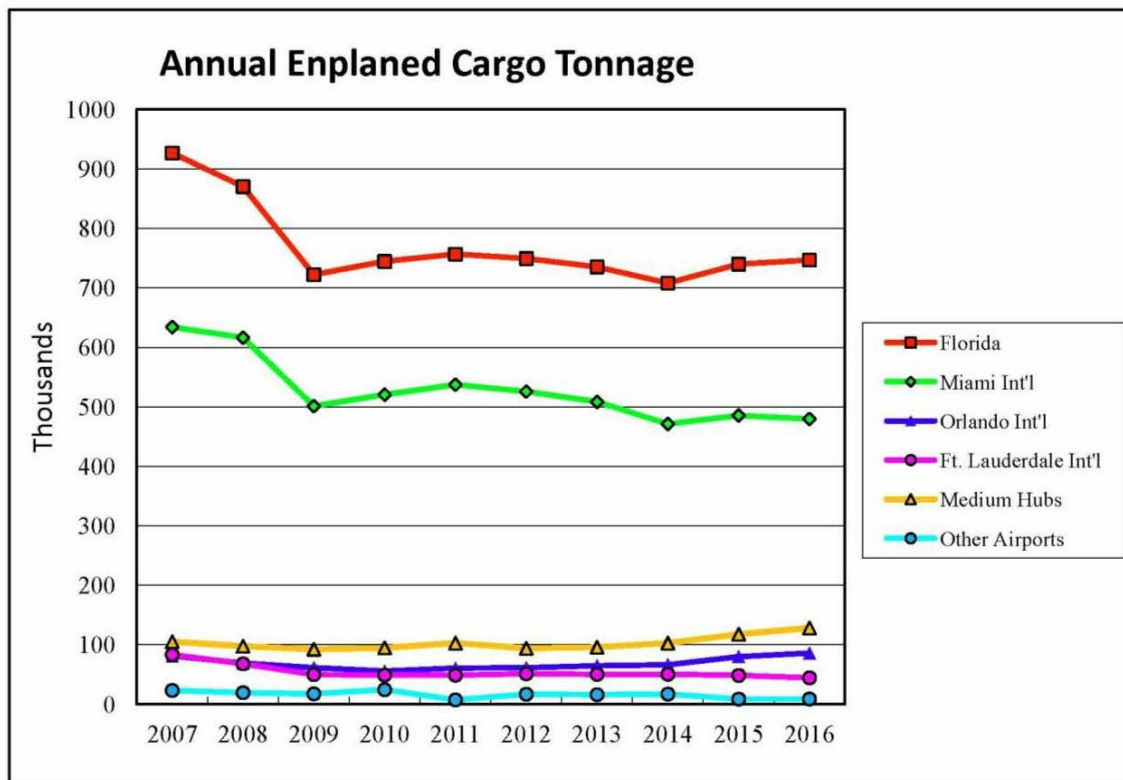
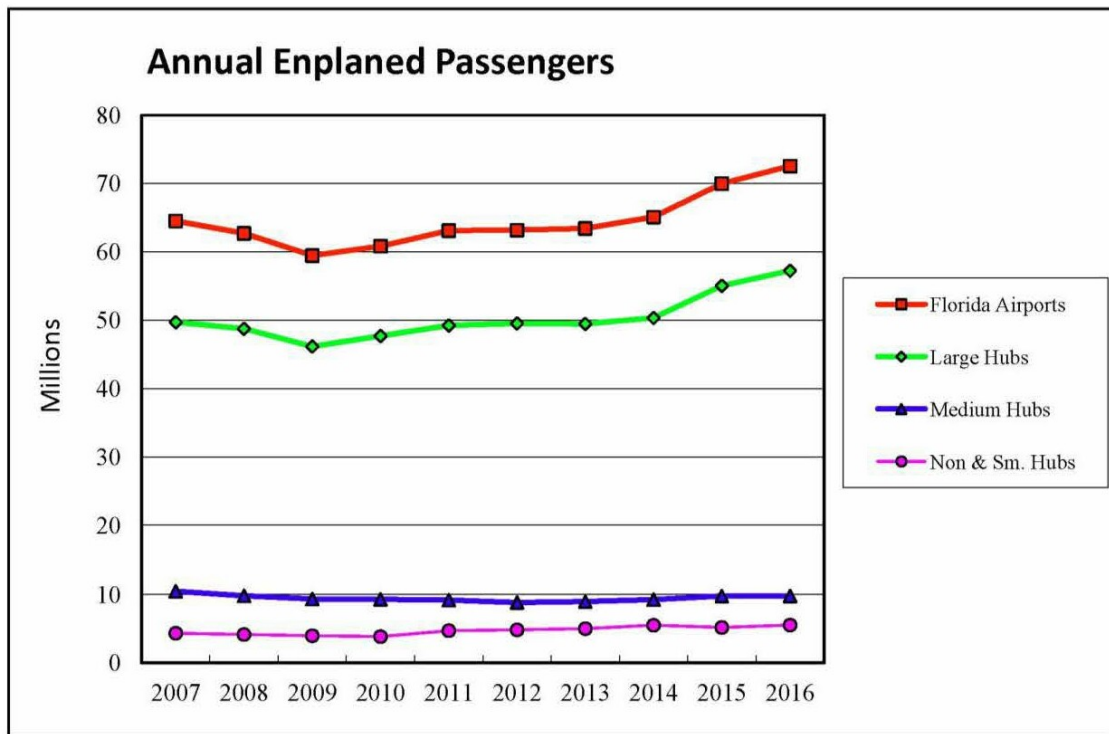


Annual Operations at Florida Airports









ADDENDUM B - Qualifications of the Appraisers

QUALIFICATIONS OF APPRAISER

ANDREW H. MAGENHEIMER, MAI

EDUCATION:

Bachelor's Degree, The University of the South, Sewanee, Tennessee, 1986

EXPERIENCE:

Eighteen years in the field of real estate, involved in various forms of consultation, appraisal, economic research and market analysis.

June, 1997 to Present, Principal, Slack, Johnston & Magenheimer, Inc.

August, 1991 to May, 1997, Senior Appraiser, Slack & Johnston, Inc.

February, 1987 to July, 1991, Staff Appraiser, Dixon & Friedman, Inc.

GENERAL APPRAISAL EXPERIENCE:

Appraisals - Vacant land, aviation facilities, industrial facilities, shopping centers, office buildings, apartment buildings, residential developments and single-family residences.

Consulting - Economic research, market analysis, feasibility analysis and ad valorem real estate tax assessment appeals pertaining to industrial, commercial and residential properties.

AFFILIATIONS:

Licensed Florida Real Estate Broker

Florida State-Certified General Real Estate Appraiser, Certification No. RZ1073

Appraisal Institute Member, MAI, Certificate Number 10133, Continuing Education Completed

HUD MAP Training

2002 President of the South Florida Chapter of the Appraisal Institute

ZACHARY J. OLEN, MAI

EDUCATION:

Bachelor's Degree, Florida State University, Tallahassee, Florida, 2004

EXPERIENCE:

June, 2004 to Present, Slack, Johnston & Magenheimer, Inc.

Appraisal/consulting experience includes the following property types:

- Aeronautical Property
- Apartment
- Automobile Dealership
- Marketability/Feasibility Study
- Office Building
- Warehouse
- Vacant Land (various zoning classifications)

GENERAL APPRAISAL EXPERIENCE:

Appraisals - Vacant land, aviation facilities, industrial facilities and office buildings.

Consulting - Economic research, market analysis, feasibility analysis, real estate tax appeals pertaining to residential and agricultural properties.

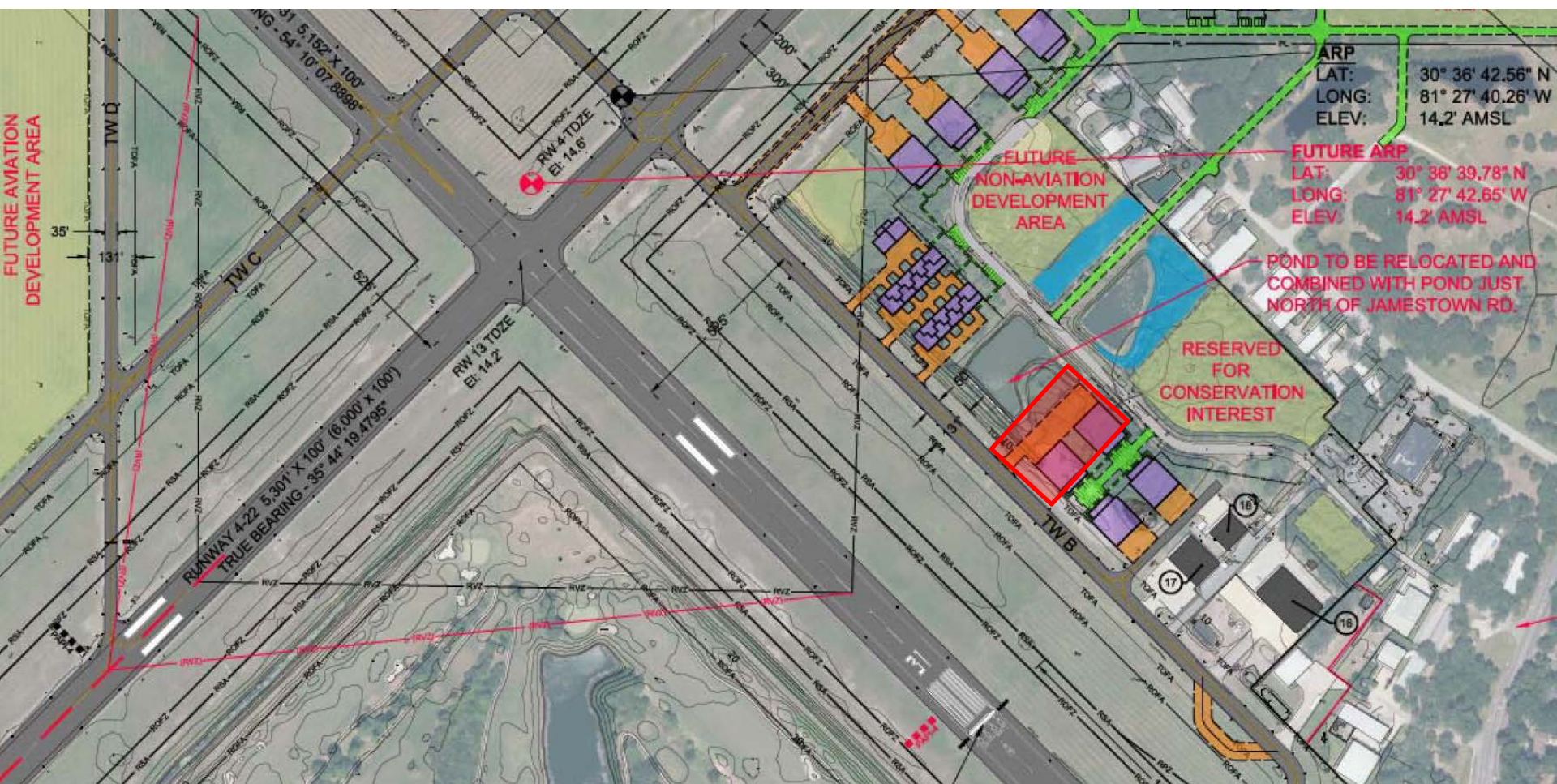
AFFILIATIONS:

Licensed Florida Real Estate Salesman

Florida State - Certified General Real Estate Appraiser, Certification No. RZ3124

Appraisal Institute Member, MAI

Grant Assurance 24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.





City of Fernandina Beach

Community Development Department

June 22, 2017

Asa R. Gillette, P.E.
Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, Florida 32034

Re: SPR 2017-03, Airport Hangars – 2430 & 2440 Jamestown Road

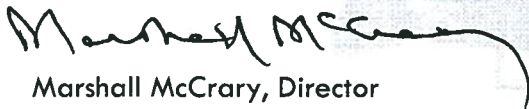
Dear Asa:

Based on findings from the Technical Review Committee (TRC) and their review of plans with a Revised Date of June 2, 2017, the site plan for the above referenced project is hereby approved. This compliance report serves as your technical review approval.

At this point, your project will move forward under the coordination of the City's Community Development and Utilities Departments for securing necessary construction permits. Additionally, and under separate efforts with the Municipal Airport, leasehold arrangements must be finalized for the site prior to making application for permits.

If you need further information regarding this compliance report or next steps for this project, please contact me at 904.310.3142.

Sincerely,


Marshall McCrary, Director
Community Development Department

cc: File
CDD – Planning
CMO / Airport

PERMIT SET
NOT FOR CONSTRUCTION

ENGINEERING PLANS

FOR

PRIVATE COMMERCIAL HANGAR

FOR

CLAY LEE

PRIVATE COMMERCIAL HANGAR

FOR

CLAY LEE

RELEASED FOR CONSTRUCTION BY

GILLETTE & ASSOCIATES, INC.

CIVIL & ENVIRONMENTAL ENGINEERING
MECHANICAL & STRUCTURAL ENGINEERING
PERMITTING & CONSTRUCTION MANAGEMENT

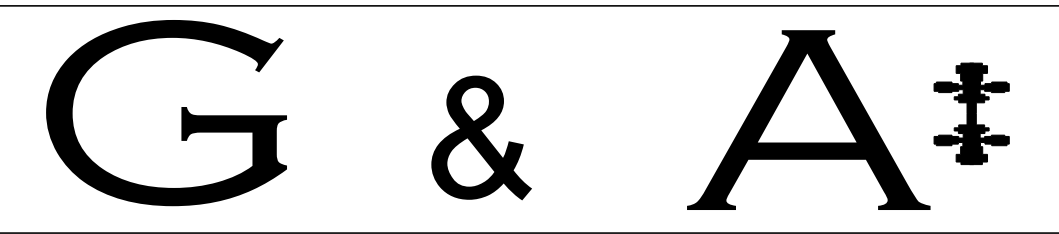
20 SOUTH 4TH STREET AMELIA ISLAND, FLORIDA 32034
PHONE: 904/261-8819

PERMITTING AGENCIES

CITY OF FERNANDINA BEACH: 904-310-3421
SJRWMD: 904-730-6270

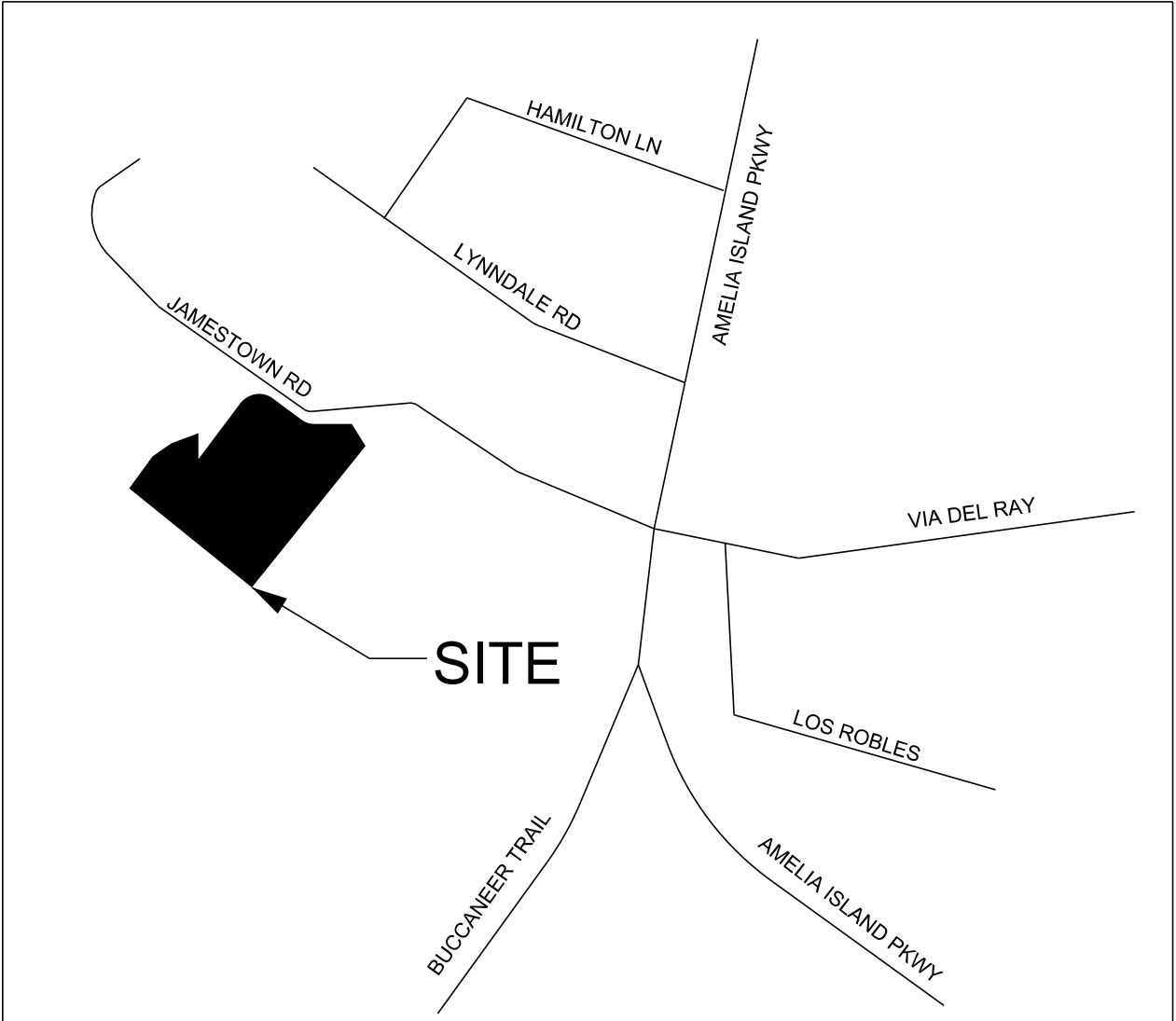
UTILITY PROVIDERS

WATER/SEWER: CITY OF FERNANDINA BEACH
ELECTRIC: FLORIDA PUBLIC UTILITIES
CABLE: COMCAST
TELEPHONE: AT&T



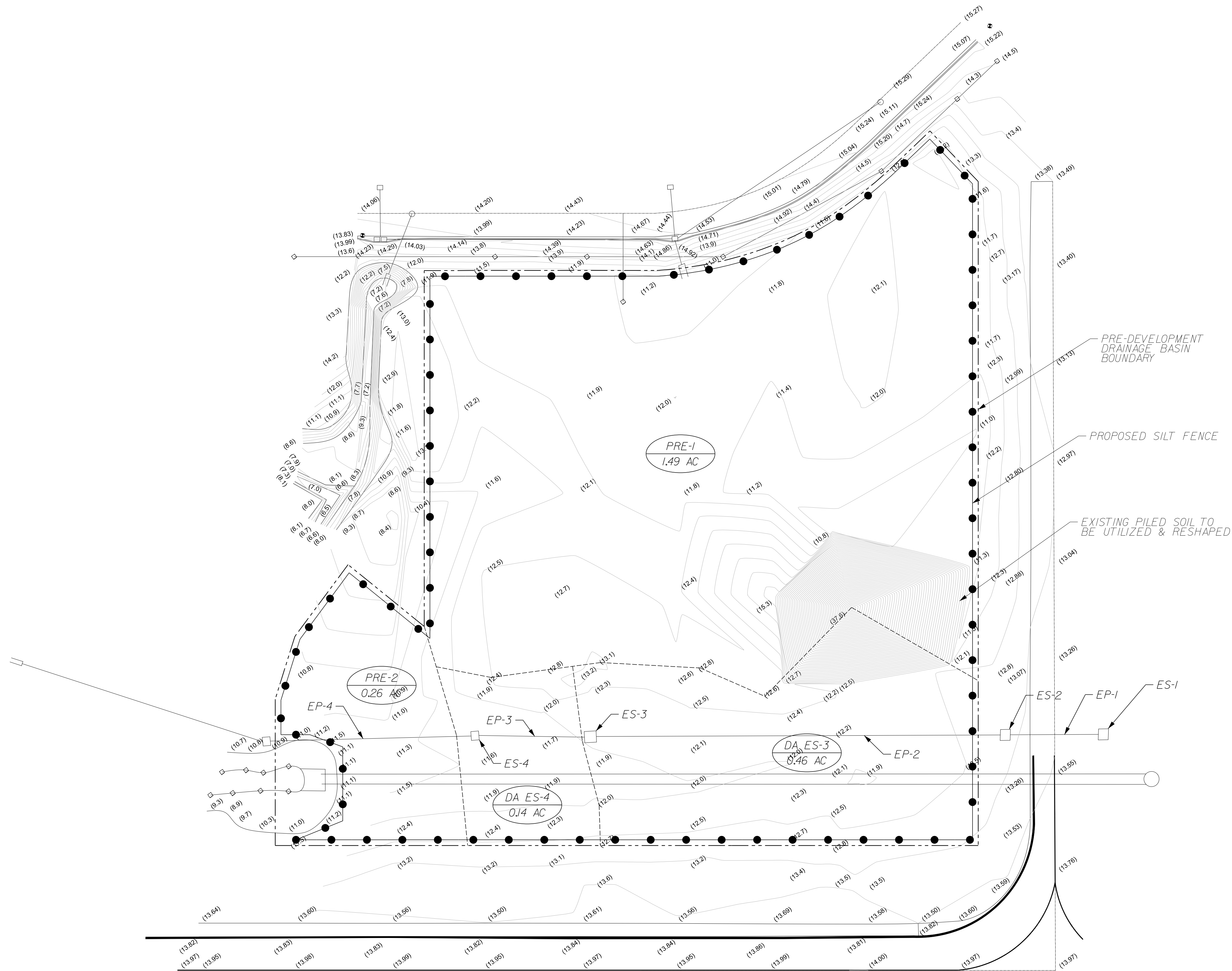
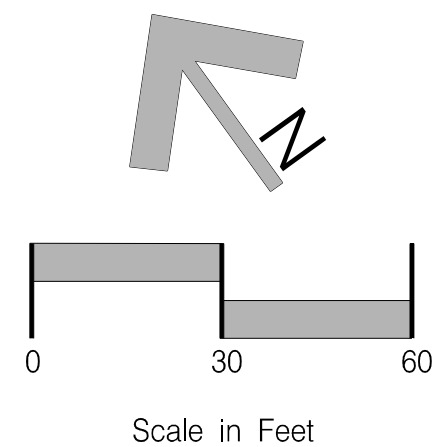
ISSUE DATE: April 12, 2017
REVISED: June 2, 2017

SITE LOCATION MAP



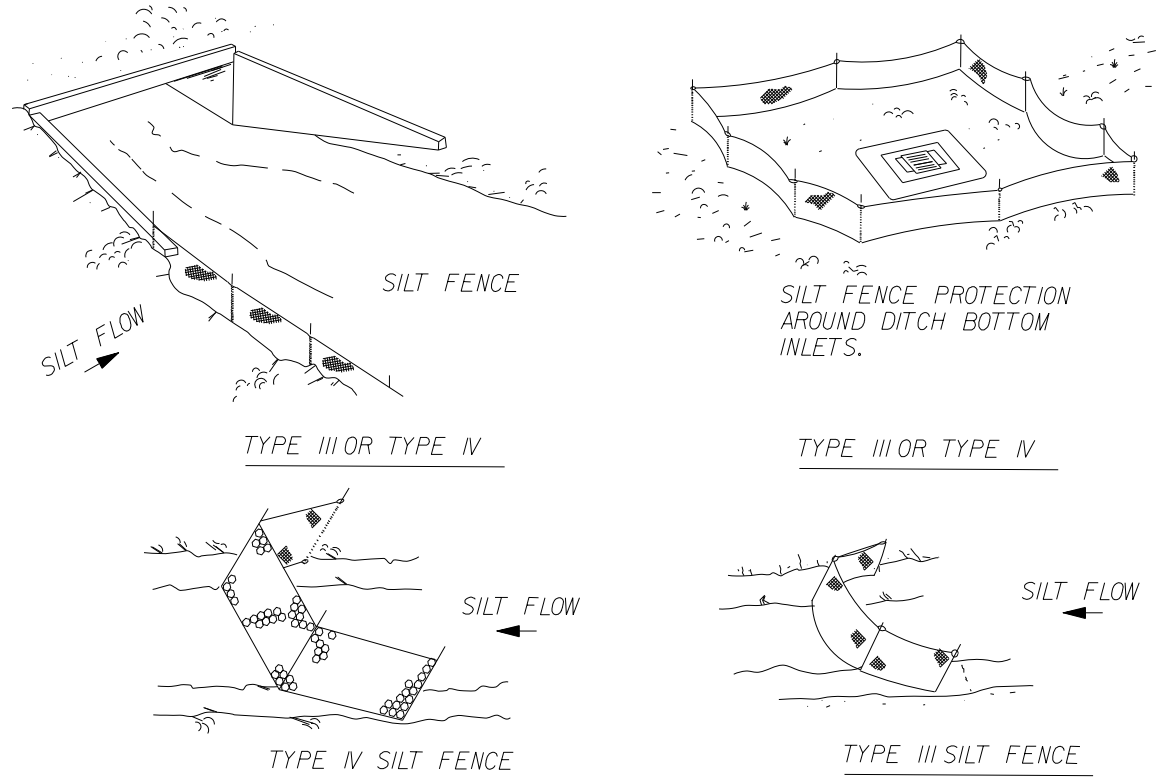
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1.ALL WORK SHALL BE PERFORMED IN A SAFE MANNER.ALL SAFETY RULES AND GUIDELINES OF O.S.H.A SHALL BE FOLLOWED.THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES,AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT.ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A,REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK. 2.THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS,EITHER SURFACE OR SUBSURFACE,WHICH MAY AFFECT THE WORK TO BE PERFORMED,AND THE EQUIPMENT,LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT.THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION,AND TO AD IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT.ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. 3.ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER. 4.ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. 5.TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY:CODY'S PROFESSIONAL SURVEYING & MAPPING,INC (904-696-8840) 6.THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING,RIGHT-OF-WAY PERMITS NOT PROVIDED AND INSURANCE REQUIRED FOR THE PROJECT. 7.THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR. 8.THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCHEDULE.THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS,IN THE EVENT OF ANY CONFLICT WHATSOEVER,THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD,AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION. 9."AS-BUILT" DRAWINGS - AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE,IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION,FIELD LOCATIONS,CERTIFICATION,AND SUBMITTAL OF AS-BUILT DRAWINGS. 10."AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR.RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER. 11.THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS,IF A MONUMENT IS DISTURBED,THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT. 12.ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS. 13.ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER. 14.ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED. 15.THE LOCATION OF ALL EXISTING UTILITIES,STRUCTURES,AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED.THE LOCATIONS ARE APPROXIMATE.THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION.IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS,THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY.THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION.THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS.PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION,THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS,AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT. 16.THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER ON ALL MATERIALS,FOR REVIEW AND APPROVAL,PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE. 17.UNSUITABLE MATERIALS UNDER WATER,SEWER,OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).										18.ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES. 19.WHEN DEWATERING CAPACITY REQUIRES A PERMIT (ICUP),IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST.JOHN'S RIVER WATER MANAGEMENT DISTRICT. 20.WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD.THE DISTANCE SHALL BE MEASURED EDGE TO EDGE.WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION,20 FOOT LENGTHS OF C900 (DR18)WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS.THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER. 21.WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN.WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE,A 20 FOOT SECTION OF C900 (DR18)WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING.THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION.THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER. 22.NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE. 23.BLANK 24.TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS.TRACER WIRE SHALL BE A MINIMUM OF 14 GAUGE SOLID COPPER WIRE,COATED,AND SUITABLE FOR BURIAL,WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT. 25.ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS,ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS. 26.ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT. 27.GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED. 28.SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS,THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. 29.ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED. 30.THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE.EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS.REVEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION. 31.ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE CITY OF FERNANDINA BEACH BEFORE COMMENCING WORK. 32.MINIMUM COVER OVER PIPES SHALL BE 36" UNLESS OTHERWISE INDICATED. 33.ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION. 34.IN ADDITION TO THE SPECIFICATIONS AND DETAILS PROVIDED FOR THIS CONTRACT,THE CITY OF FERNANDINA BEACH STANDARD DETAILS AND SPECIFICATIONS (LATEST REVISION) SHALL ALSO BE USED FOR ANY ITEMS NOT COVERED.IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A SET OF STANDARD DETAILS AND SPECIFICATIONS FROM THE CITY OF FERNANDINA BEACH. 35.BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (1.2X) PER CITY OF FERNANDINA BEACH REQUIREMENTS UNDER EXISTING AND PROPOSED ROADWAYS. 36.NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER. 37.STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS,WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION 38.ALL CONSTRUCTION,MATERIAL,AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH THE CITY OF FERNANDINA BEACH STANDARDS.										1	2	3	4	5	6	7-8	9	ALL PERMITTING AGENCIES																																																																																																																																																																																																																													
										COVER SHEET																																																																																																																																																																																																																																															

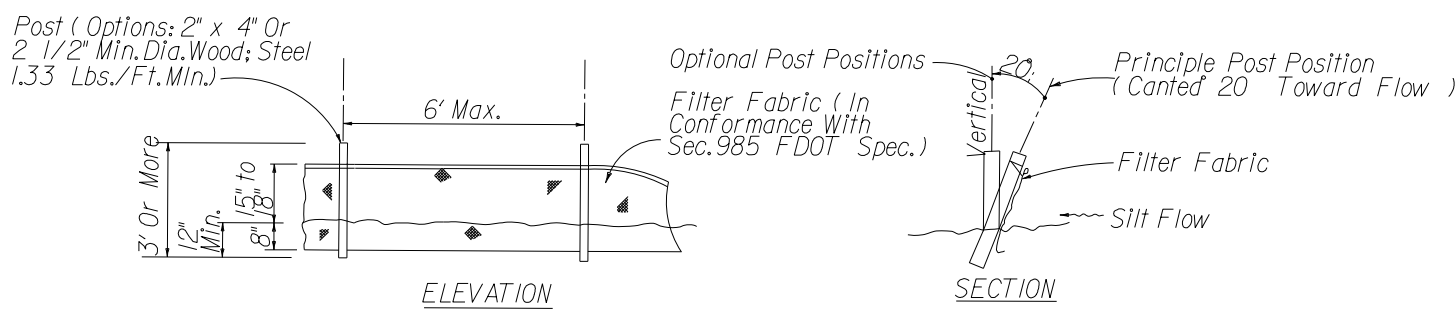


LEGEND	
	SILT FENCE

SILT FENCE APPLICATIONS



TYPE III SILT FENCE



\$\$\$\$\$Time\$\$\$\$\$
\$\$\$\$\$FileNames\$\$\$\$\$
J
I
H
G
F
E
D
C
B
A
No. By Date Revision

AM	6-2-17	COFB TRC REVIEW
AM	3-30-17	COFB TRC REVIEW
AM	2-28-17	AIRPORT ADV. BOARD REVIEW
AM	1-31-17	CLIENT DEVELOPMENT

Scale:	1" = 30'
Project Mgr:	AG
Designed by:	AG
Drawn by:	AM
QA/QC:	BM

Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034	
Certificate of Authorization No. 9332	
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G & A
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PRIVATE COMMERCIAL
HANGAR

CLAY LEE

PREDEVELOPMENT
DRAINAGE PLAN

Registered Professional

SHEET NO.	PRE-1
Issue Date	June 2017
Project No.	16-80.12

GEOMETRY NOTES:

PID #06-2N-28-0000-0001-0000
ZONING: 1A
FLUM: INDUSTRIAL
TOTAL ACREAGE: 2.36 AC (102,714 SF)

PLANNED USE: HANGAR BUILDING CLUSTER & OFFICE
HANGAR BUILDING WEST AREA = 15,600 SF
HANGAR BUILDING EAST AREA = 11,960 SF
TOTAL BUILDING AREA = 27,560 SF
FLOOR AREA RATIO = 26.8%

TOTAL IMPERVIOUS SURFACE AREA = 67,013 SF
IMPERVIOUS SURFACE AREA RATIO = 65.2%
(MAX ALLOWABLE IMPERVIOUS SURFACE AREA RATIO 75%)

NO PARKING SPACES REQUIREMENTS FOR THIS SPECIAL USE
10 SPACES PROVIDED
9 REGULAR • 1 ADA
PARKING LOT AREA = 9,524 SF
PARKING AREA RATIO = 9.3%

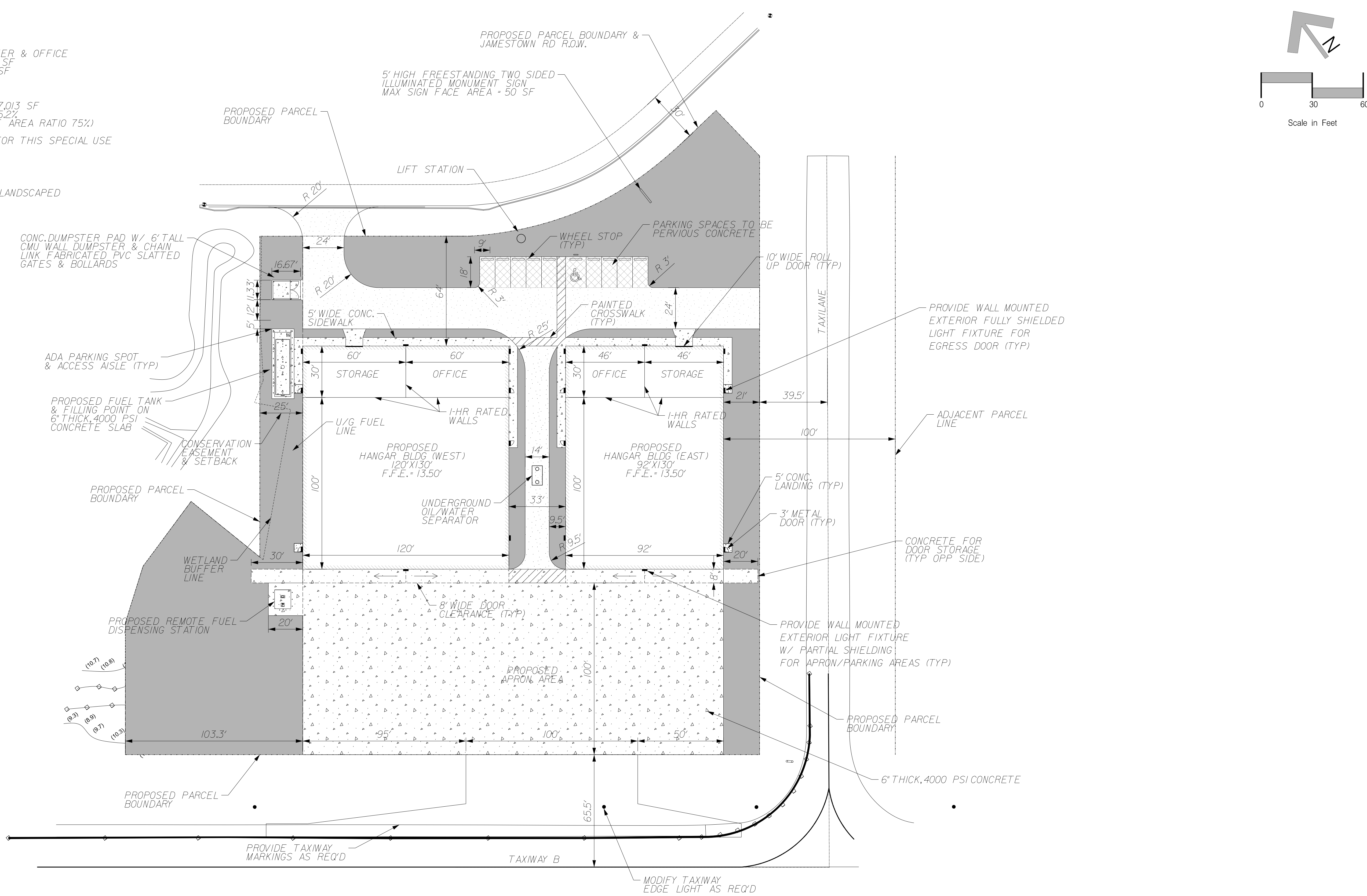
20% OF LOT AREA REQUIRED TO BE LANDSCAPED
REQUIRED LANDSCAPING = 20,543 SF
PROVIDED LANDSCAPING = 33,755 SF

SETBACKS:

FRONT = 0'
REAR = 0'
SIDE = 25'

LEGEND:

- CONCRETE
- PERVIOUS CONCRETE
- ASPHALT
- LANDSCAPE



\$\$\$\$\$times\$\$\$\$\$
\$\$\$\$\$Name\$\$\$\$\$

No.	By	Date	Revision
A	AM	1-31-17	CLIENT DEVELOPMENT
B	AM	2-28-17	AIRPORT ADV. BOARD REVIEW
C	AM	3-30-17	COFB TRC REVIEW
D	AM	6-2-17	COFB TRC REVIEW

Scale: 1" = 30'	Project Mgr: AG
Designed by: AG	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
Drawn by: AM	Certificate of Authorization No. 9332
QA/QC: BM	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

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PRIVATE COMMERCIAL
HANGAR

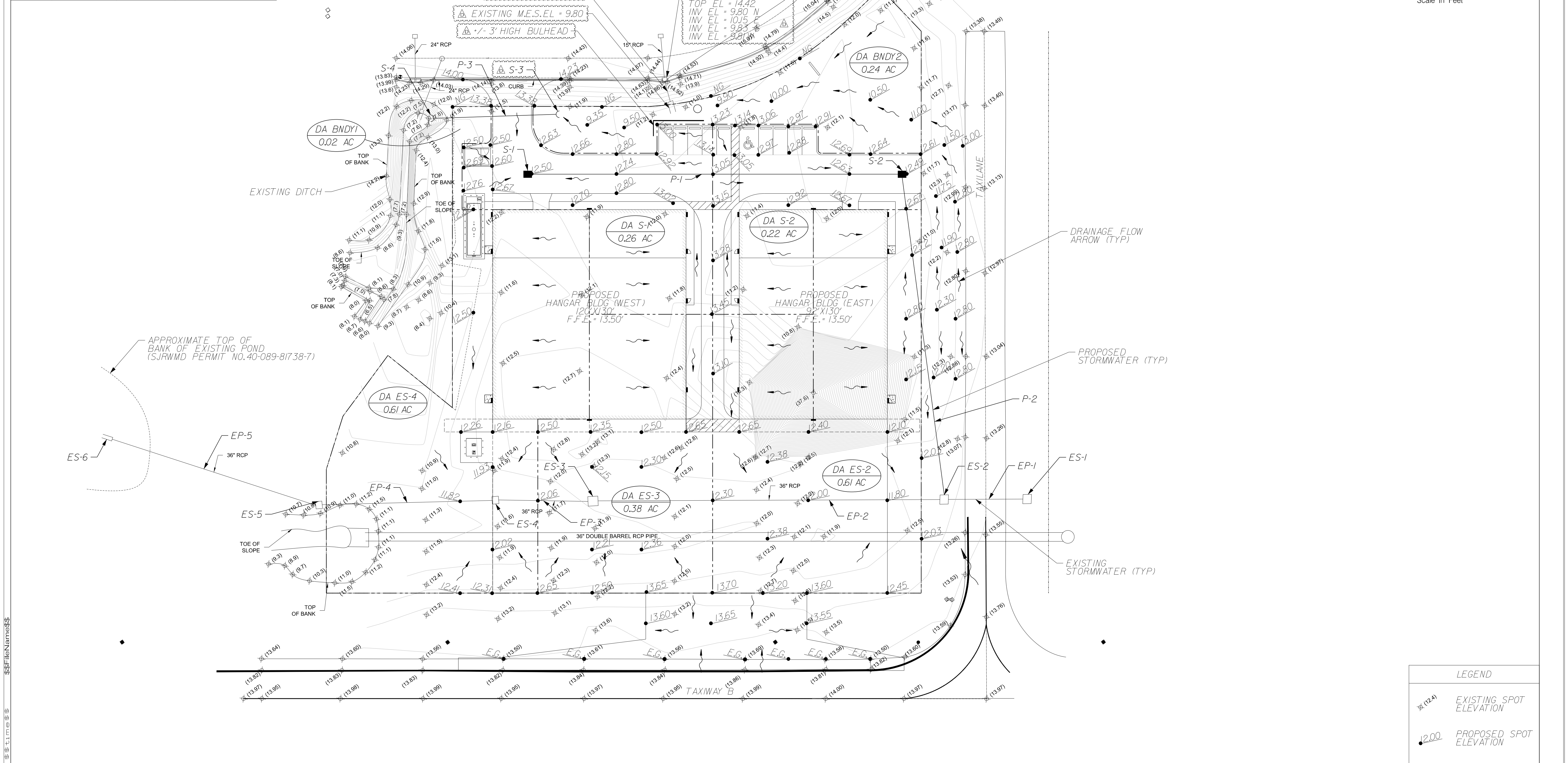
CLAY LEE

GEOMETRY PLAN

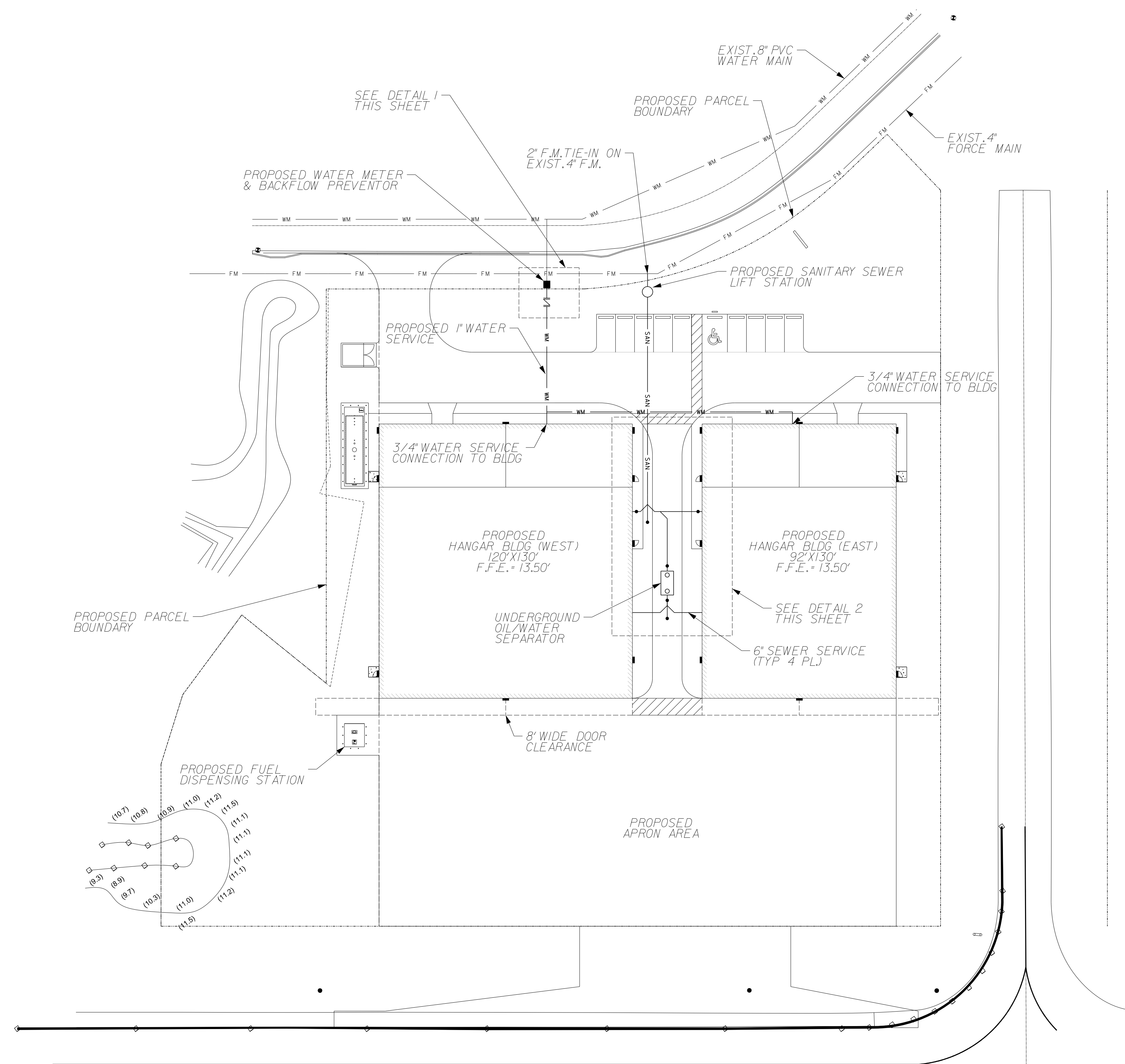
Registered Professional

SHEET NO.
GE-1
4 of 9
Issue Date
June 2017
Project No.
16-80.12

STRUCTURE TABLE					PIPE TABLE					
NAME	TYPE	TOP/ INLET ELEV.	INVERT ELEVATION				NAME	FROM	TO	MATERIAL
			N	S	E	W				
ES-1	"C" INLET	11.65	-	-	-	4.45	EP-1	ES-1	ES-2	36"
ES-2	"C" INLET	11.77	3.50	-	4.26	4.25	EP-2	ES-2	ES-3	36"
ES-3	"C" INLET	11.91	-	-	3.62	3.54	EP-3	ES-3	ES-4	36"
ES-4	"C" INLET	11.72	-	-	3.59	3.50	EP-4	ES-4	ES-5	36"
ES-5	"C" INLET	11.61	-	-	3.35	3.29	EP-5	ES-5	ES-6	36"
ES-6	MES	-	-	-	1.62	-	P-1	S-1	S-2	36"
S-1	"C" INLET	12.50	-	-	4.87	-	P-2	S-2	ES-2	36"
S-2	"C" INLET	12.49	-	3.62	-	3.90	P-3	S-3	S-4	18"
S-3	MES	-	-	-	9.20	-				CLASS V RCP
S-4	MES	-	-	-	-	9.00				



J I H G F E D C B A			6-2-17 3-30-17 2-28-17 1-31-17			COFB TRC REVIEW COFB TRC REVIEW AIRPORT ADV. BOARD REVIEW CLIENT DEVELOPMENT			Scale: 1" = 30'			Project Mgr: AG Designed by: AG Drawn by: AM QA/QC: BM			Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034 Certificate of Authorization No. 9332			G & A GILLETTE & ASSOCIATES, INC. 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-8819 FAX: (904) 261-9905			PRIVATE COMMERCIAL HANGAR			CLAY LEE			POST-DEVELOPMENT DRAINAGE PLAN			SHEET NO. DR-1 5 of 9 Issue Date June 2017 Project No. 16-80.12			Registered Professional		
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TREE TABLE		
NUMBER	SIZE AND TYPE	SAVED? (Y/N)
T1	11" PINE	N
T2	9" PINE	N
T3	12" PINE	N
T4	7" PINE	N
T5	8" PINE	N
T6	10" PINE	N
T7	6" PINE	N
T8	12" PINE	N
T9	7" PINE	N
T10	12" PINE	N
T11	13" PINE	Y
T12	19" DOUBLE WATER OAK	N
T13	9" LAURAL OAK	N
T14	5" WATER OAK	N
T15	6" WATER OAK	N
T16	10" WATER OAK	Y
T17	8" WATER OAK	N
T18	16" DOUBLE WATER OAK	N
T19	8" WATER OAK	N
T20	9" WATER OAK	N
T21	9" WATER OAK	N
T22	6" WATER OAK	N
T23	9" WATER OAK	N
T24	16" DOUBLE WATER OAK	Y
T25	5" WATER OAK	Y
T26	8" WATER OAK	Y
T27	7" MAGNOLIA	Y
T28	7" WATER OAK	Y
T29	6" WATER OAK	Y
T30	6" WATER OAK	Y
T31	6" WATER OAK	N
T32	8" PINE	N
T33	14" PINE	N
T34	12" PINE	N
T35	10" PINE	N
T36	10" PINE	N
T37	12" PINE	N
T38	7" WATER OAK	N
T39	16" PINE	N
T40	7" PINE	N
T41	5" WATER OAK	N
T42	6" WATER OAK	N
T43	10" WATER OAK	N
T44	12" WATER OAK	N
T45	5" WATER OAK	N
T46	20" TRIPLE WATER OAK	N
T47	9" WATER OAK	N
T48	5" WATER OAK	N
T49	13" DOUBLE WATER OAK	N
T50	8" WATER OAK	N
T51	6" WATER OAK	N
T52	12" WATER OAK	N
T53	12" DOUBLE WATER OAK	N
T54	7" WATER OAK	N
T55	5" WATER OAK	N
T56	7" WATER OAK	N
T57	7" WATER OAK	N
T58	5" WATER OAK	N
T59	6" WATER OAK	N
T60	7" LAURAL OAK	N
T61	15" DOUBLE WATER OAK	N
T62	12" WATER OAK	N
T63	11" DOUBLE WATER OAK	N

NUMBER	SIZE AND TYPE	SAVED? (Y/N)
T64	9" LAURAL OAK	N
T65	14" PINE	N
T66	14" PINE	N
T67	6" WATER OAK	N
T68	11" PINE	N
T69	6" WATER OAK	N
T70	7" WATER OAK	N
T71	6" WATER OAK	N
T72	6" WATER OAK	N
T73	10" PINE	N
T74	6" WATER OAK	N
T75	6" LAURAL OAK	N
T76	6" WATER OAK	N
T77	11" WATER OAK	N
T78	7" WATER OAK	N
T79	15" DOUBLE WATER OAK	N
T80	8" WATER OAK	N
T81	9" WATER OAK	N
T82	7" WATER OAK	N
T83	8" WATER OAK	N
T84	9" WATER OAK	N
T85	8" WATER OAK	N
T86	6" WATER OAK	N
T87	9" WATER OAK	N
T88	13" WATER OAK	N
T89	10" WATER OAK	N
T90	12" DOUBLE WATER OAK	N
T91	7" WATER OAK	N
T92	17" DOUBLE WATER OAK	N
T93	26" WATER OAK	N
T94	5" WATER OAK	N
T95	6" WATER OAK	N
T96	7" WATER OAK	N
T97	12" WATER OAK	N
T98	8" WATER OAK	N
T99	6" WATER OAK	N
T100	5" WATER OAK	N
T101	9" WATER OAK	N
T102	8" WATER OAK	N
T103	6" WATER OAK	N
T104	5" WATER OAK	N
T105	7" PINE	N
T106	7" WATER OAK	N
T107	5" WATER OAK	N
T108	6" WATER OAK	N
T109	7" WATER OAK	N
T110	13" DOUBLE WATER OAK	N
T111	25" WATER OAK CLUSTER	Y
T112	18" TRIPLE WATER OAK	N
T113	13" DOUBLE WATER OAK	N
T114	8" WATER OAK	N
T115	12" WATER OAK	N
T116	6" WATER OAK	N
T117	9" WATER OAK	N
T118	5" WATER OAK	N
T119	12" DOUBLE WATER OAK	Y
T120	5" WATER OAK	N
T121	7" WATER OAK	N
T122	7" WATER OAK	N
T123	13" DOUBLE WATER OAK	N
T124	13" DOUBLE WATER OAK	N
T125	7" WATER OAK	N
T126	8" WATER OAK	N

NUMBER	SIZE AND TYPE	SAVED? (Y/N)
T127	10" WATER OAK	N
T128	5" WATER OAK	N
T129	5" WATER OAK	N
T130	9" WATER OAK	N
T131	10" WATER OAK	N
T132	7" WATER OAK	N
T133	8" WATER OAK	N
T134	10" DOUBLE WATER OAK	N
T135	5" WATER OAK	N
T136	14" DOUBLE WATER OAK	N
T137	8" WATER OAK	N
T138	11" DOUBLE WATER OAK	N
T139	5" WATER OAK	N
T140	8" WATER OAK	N
T141	6" WATER OAK	N
T142	5" CEDAR	N
T143	5" CEDAR	N
T144	14" DOUBLE WATER OAK	N
T145	9" WATER OAK	N
T146	6" WATER OAK	N
T147	16" DOUBLE WATER OAK	N
T148	6" WATER OAK	N
T149	9" WATER OAK	N
T150	10" PINE	Y
T151	10" PINE	Y
T152	12" WATER OAK	Y
T153	9" WATER OAK	Y
T154	6" WATER OAK	Y
T155	8" WATER OAK	Y
T156	5" WATER OAK	Y
T157	10" PINE	N
T158	10" PINE	N
T159	10" PINE	N
T160	15" PINE	N
T161	12" PINE	N
T162	10" PINE	N
T163	12" PINE	N
T164	10" PINE	N
T165	12" PINE	N
T166	10" PINE	N
T167	11" PINE	N
T168	7" PINE	N
T169	8" PINE	N
T170	12" PINE	Y
T171	5" PINE	Y
T172	6" WATER OAK	Y
T173	12" PINE	N
T174	6" WATER OAK	N
T175	6" WATER OAK	N
T176	8" WATER OAK	Y
T177	7" LAURAL OAK	Y
T178	13" PINE	Y
T179	6" WATER OAK	Y
T180	10" DOUBLE WATER OAK	Y
T181	5" WATER OAK	Y
T182	10" PINE	Y
T183	6" WATER OAK	Y
T184	8" WATER OAK	Y
T185	7" WATER OAK	Y
T186	10" PINE	Y
T187	10" PINE	Y
T188	16" TRIPLE WATER OAK	Y
T189	5" WATER OAK	N

LANDSCAPING NOTES:

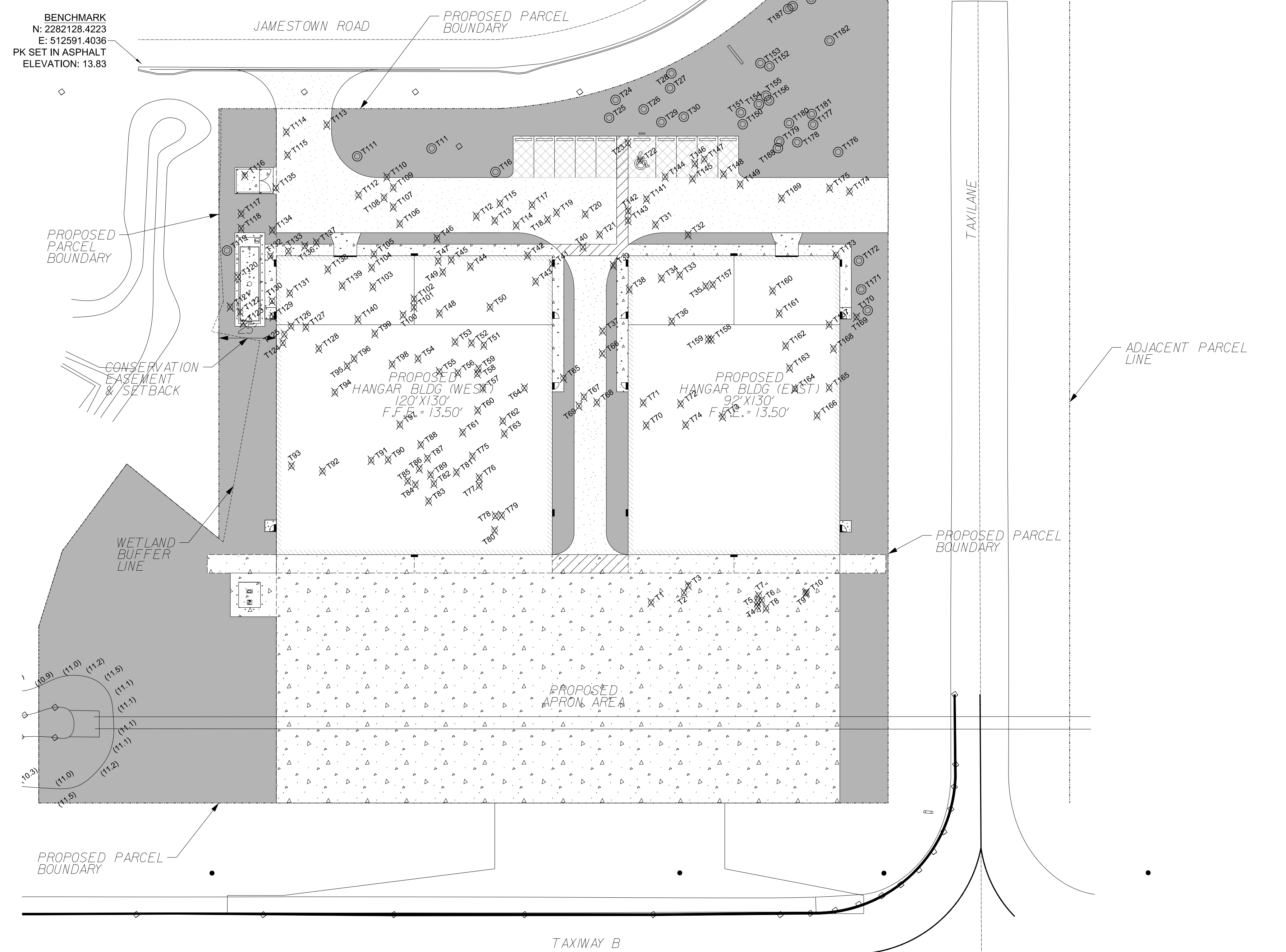
20% OF LOT AREA REQ'D TO BE LANDSCAPED
REQUIRED LANDSCAPING = 20,545 SF
PROVIDED LANDSCAPING = 33,755 SF

PER AIRPORT LDC NO NEW TREES SHALL BE PERMITTED WITHIN THE
AIR OPERATIONS AREA

PUBLIC AREA (NON AIR OPERATIONAL AREA) = 23,640 SF
1 SHADE TREE REQ'D PER 1500 SF OF PUBLIC AREA
(23,640 SF) X (1 SHADE TREE/1500 SF) = 18 SHADE TREES REQ'D

PARKING LOT AREA = 9,524 SF
10% OF VEHICULAR USE AREA REQ'D TO BE LANDSCAPED
REQUIRED PARKING LOT LANDSCAPING = 952 SF
PROVIDED PARKING LOT LANDSCAPING = 4,110 SF
1 SHADE TREE PER 400 SF OF REQ'D PARKING LOT LANDSCAPE AREA
(947 SF) X (1 SHADE TREE/400 SF) = 2 SHADE TREES REQ'D

20 TOTAL SHADE TREES REQUIRED



LEGEND				TREE MITIGATION DATA		
SECTION 05110 CONCRETE ASPHALT PERVIOUS CONCRETE LANDSCAPE		CONCRETE		TREES TO REMAIN - 34	TOTAL INCHES SAVED	314"
		ASPHALT			TOTAL INCHES REMOVED	1404"
		PERVIOUS CONCRETE	X	TREES TO BE REMOVED - 155	% SAVED (25% REQ'D)	18.3%
					REQ'D INCHES IN NEW TREES	37"
		LANDSCAPE	T11	TREE ID NUMBER	PROVIDED TREE PLANTING	39"

J I G F E D C B A 1 2 3 4 5 6 7 8 9 10 11 12				Scale: 1" = 30'	
				Project Mgr: AG	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
				Designed by: AG	
	AM	6-2-17	COFB TRC REVIEW	Drawn by: AM	Certificate of Authorization No. 9332
	AM	3-30-17	COFB TRC REVIEW		
	B	2-28-17	AIRPORT ADV. BOARD REVIEW	QA/QC: BM	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"
	A	1-31-17	CLIENT DEVELOPMENT		
	No.	By	Date	Revision	

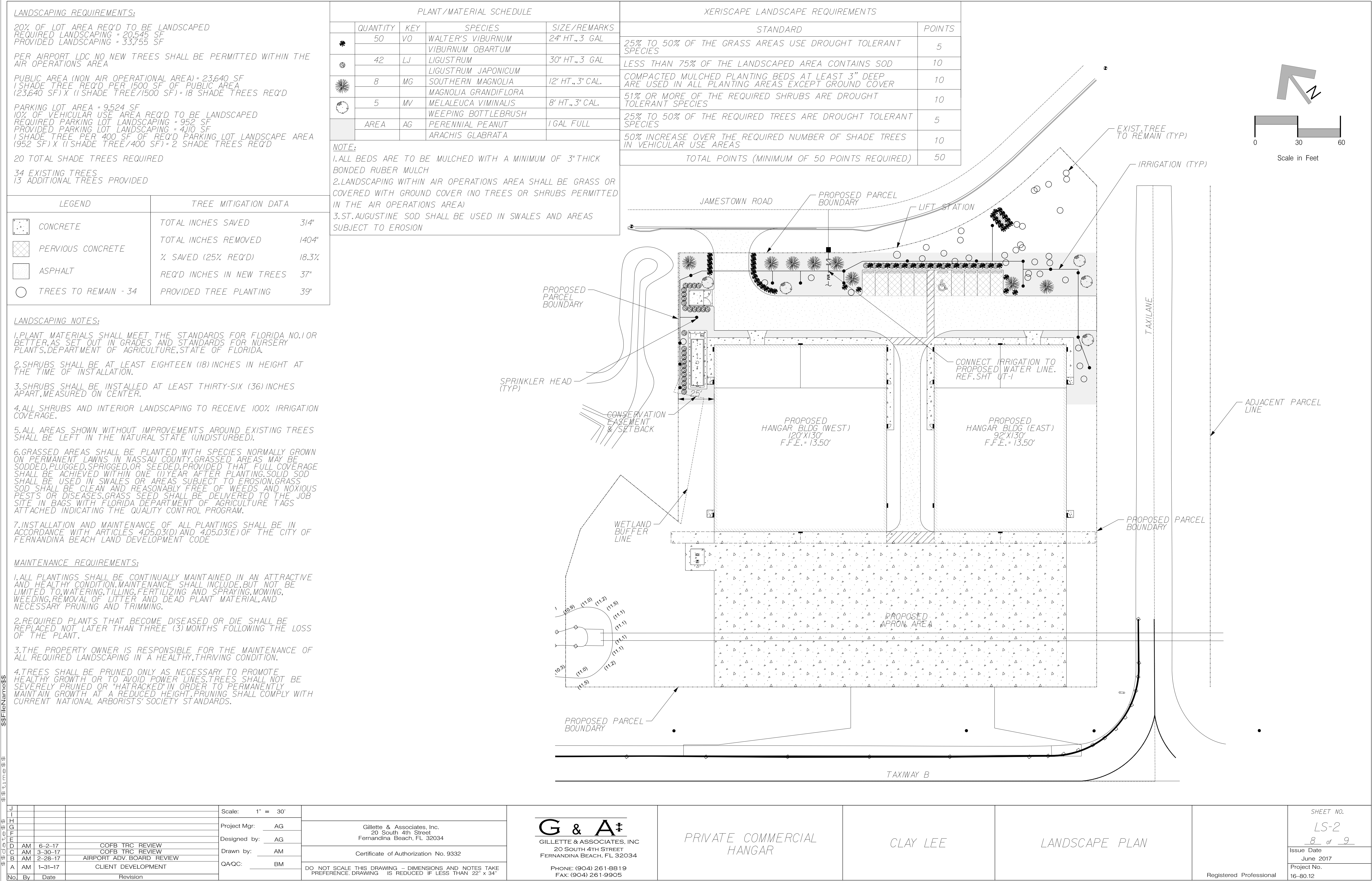
G & A[†]
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PRIVATE COMMERCIAL
HANGAR

CLAY LEE

TREE MITIGATION

SHEET NO. LS-1 <u>7</u> of <u>9</u>
Issue Date June 2017
Project No. 16-80.12



J

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No.

By

Date

AM

3-30-17

2-28-17

1-31-17

COFB TRC REVIEW

COFB TRC REVIEW

AIRPORT ADV. BOARD REVIEW

CLIENT DEVELOPMENT

Revision

Scale: 1" = 30'

Project Mgr: AG

Designed by: AG

Drawn by: AM

QA/QC: BM

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

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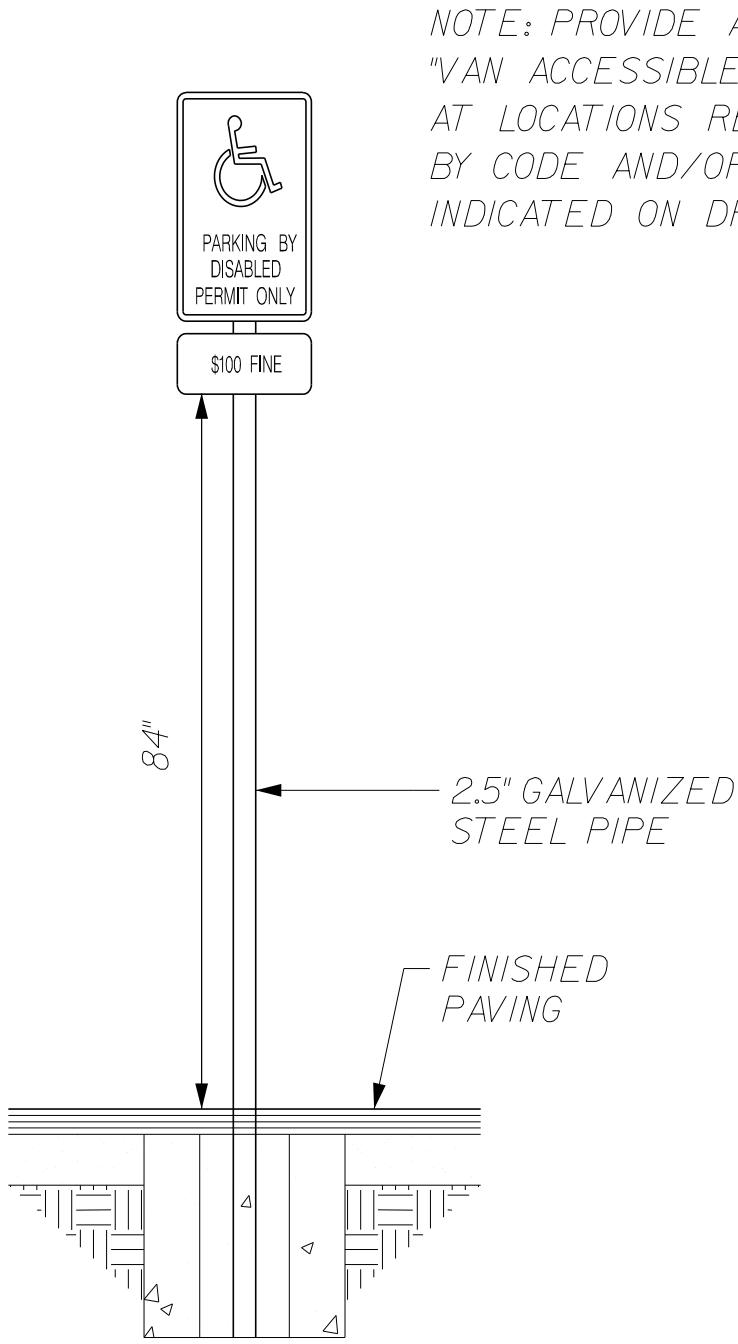
CLAY LEE

LANDSCAPE PLAN

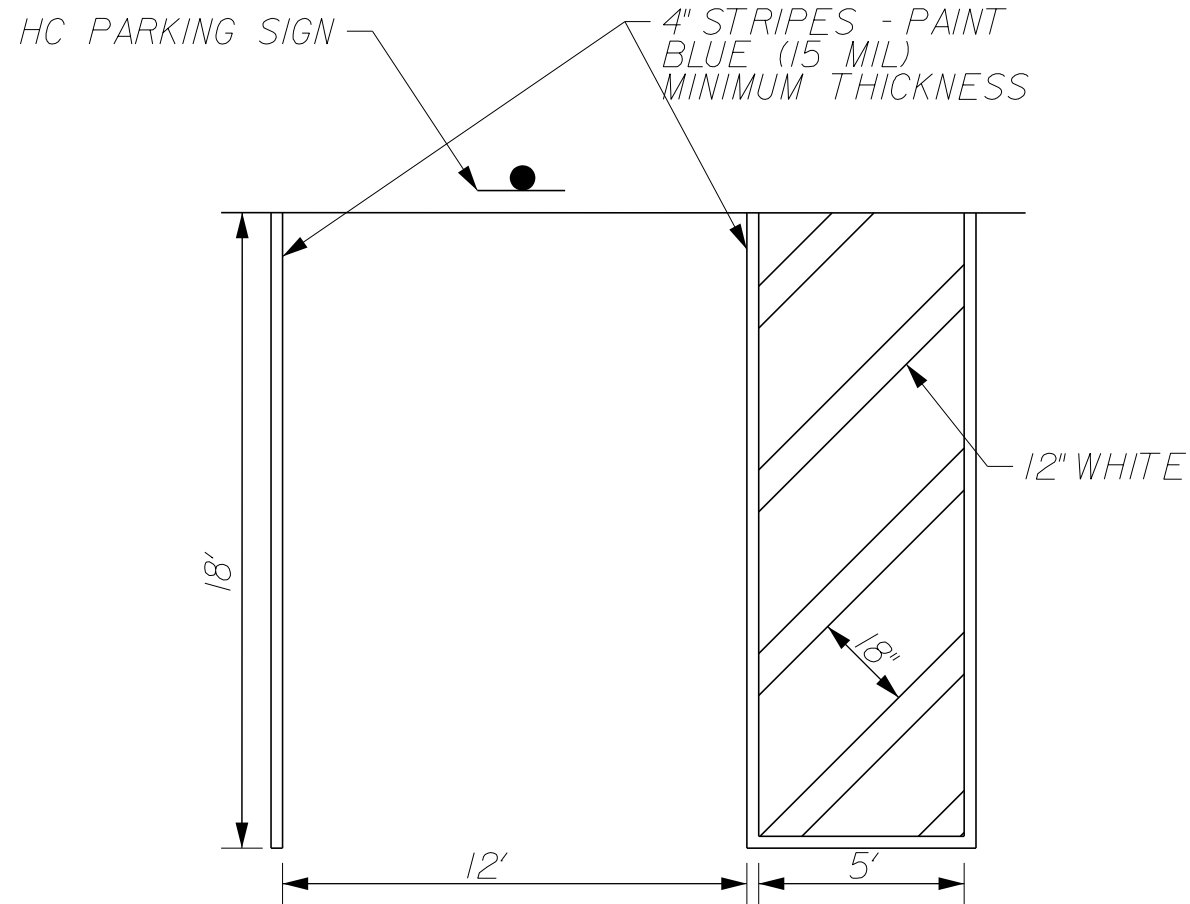
Registered Professional

SHEET NO.
LS-2
8 of 9
Issue Date
June 2017
Project No.
16-80.12

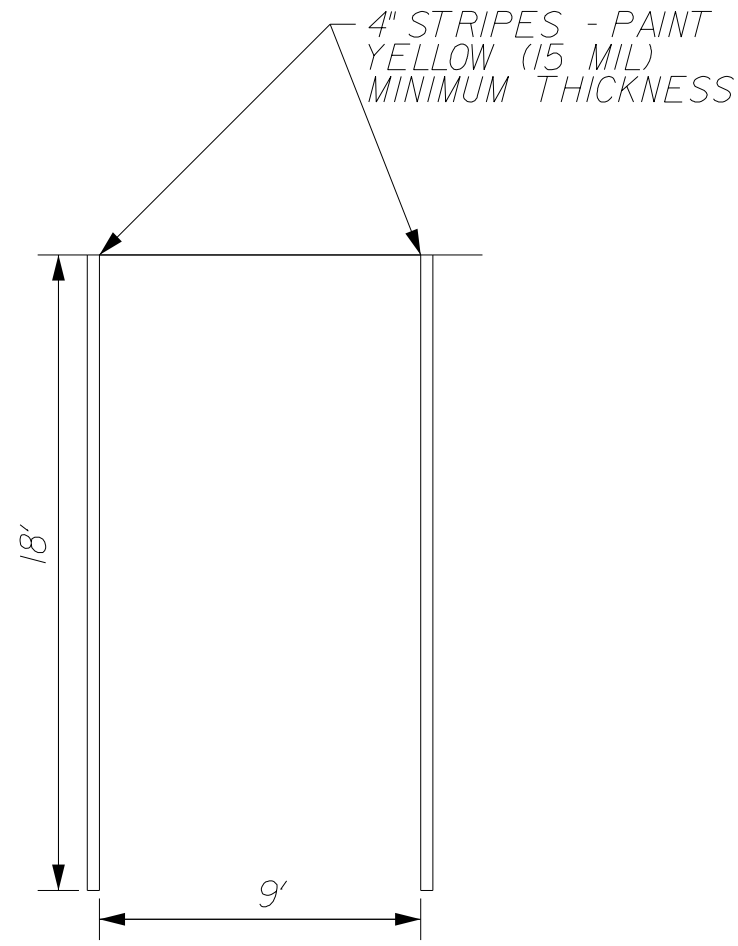
- NOTE:
1. ALL SIGNS SHOWN SHALL CONFORM TO FEDERAL ACCESSIBILITY SPECIFICATIONS.
 2. ALL SIGNS SHOWN SHALL BE REFLECTORIZED TO SHOW THE SAME COLOR BY NIGHT AS BY DAY.
 3. ALL SIGNS SHALL BE SECURELY MOUNTED ON GALVANIZED STEEL CHANNEL POSTS.
 4. INSTALL QUANTITY AND AT LOCATIONS REQUIRED BY CODE AND/OR AS INDICATED ON DRAWINGS.CONFIRM ALL HANDICAPPED SIGNAGE CODES.



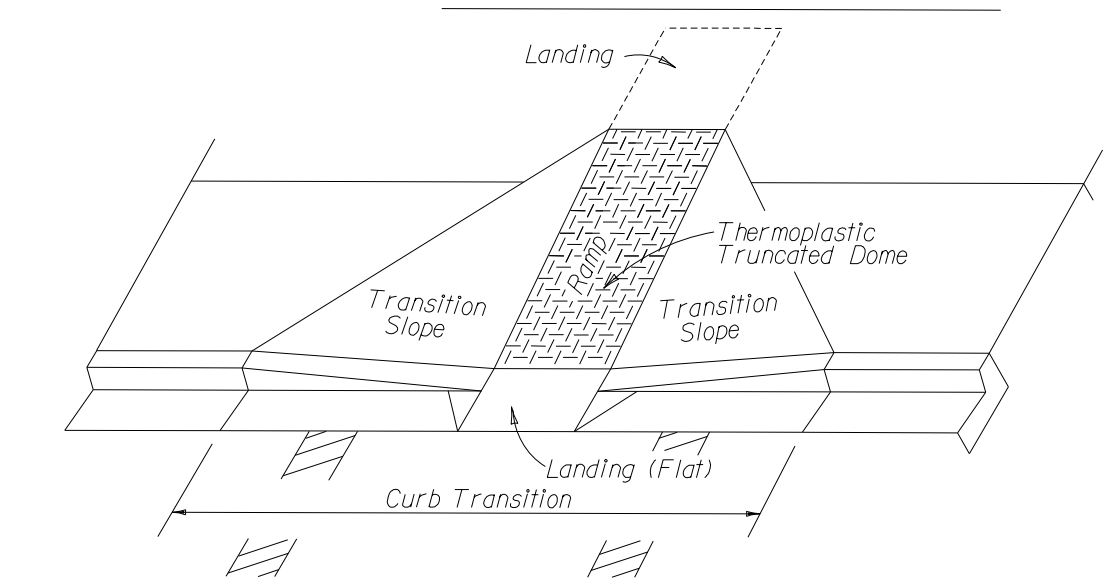
NOTE: PROVIDE ADDITIONAL "VAN ACCESSIBLE" SIGNAGE AT LOCATIONS REQUIRED BY CODE AND/OR AS INDICATED ON DRAWINGS.



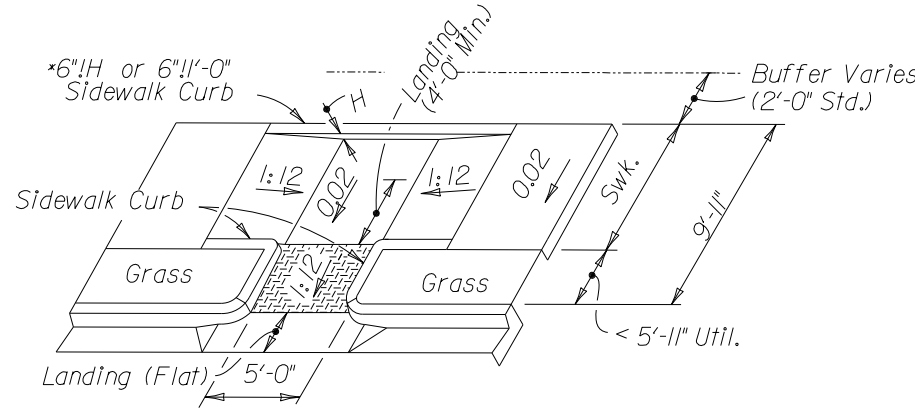
Stall dimension measured from inside to inside striping
Handicap Space and Access aisle to be concrete pads



Stall dimension measured from inside to inside striping



PICTORIAL VIEW



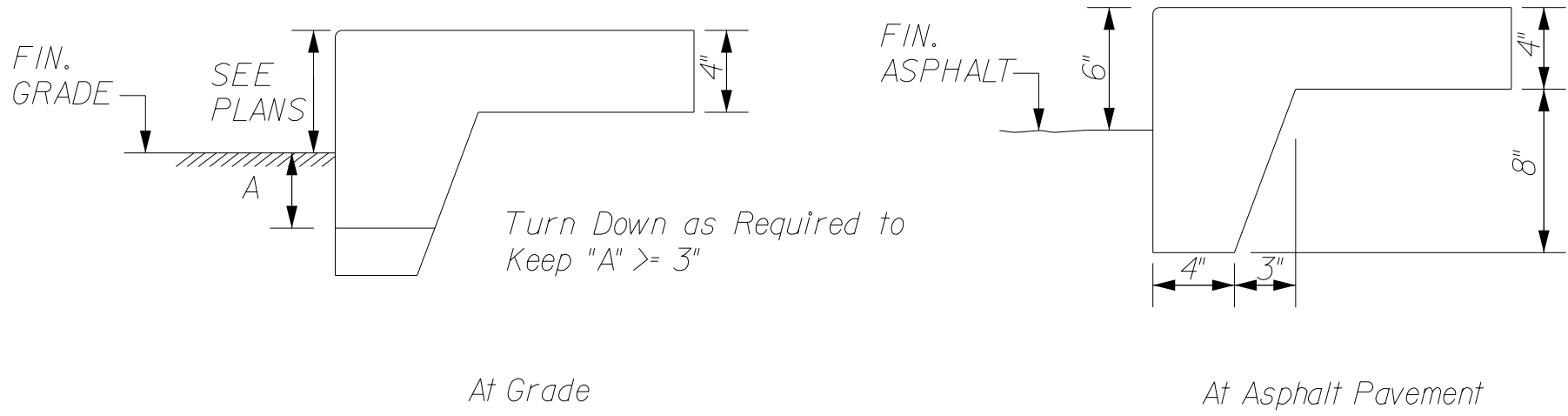
SIDEWALK W/ 5' UTILITY STRIP

ADA SIGN DETAIL

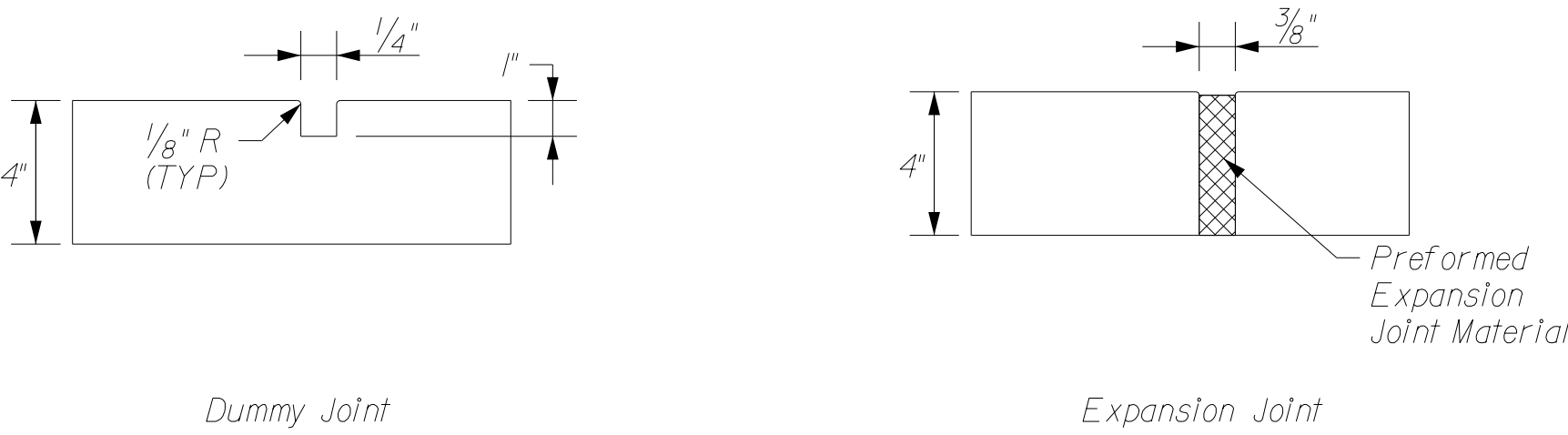
ADA PARKING DETAIL

TYPICAL PARKING DETAIL

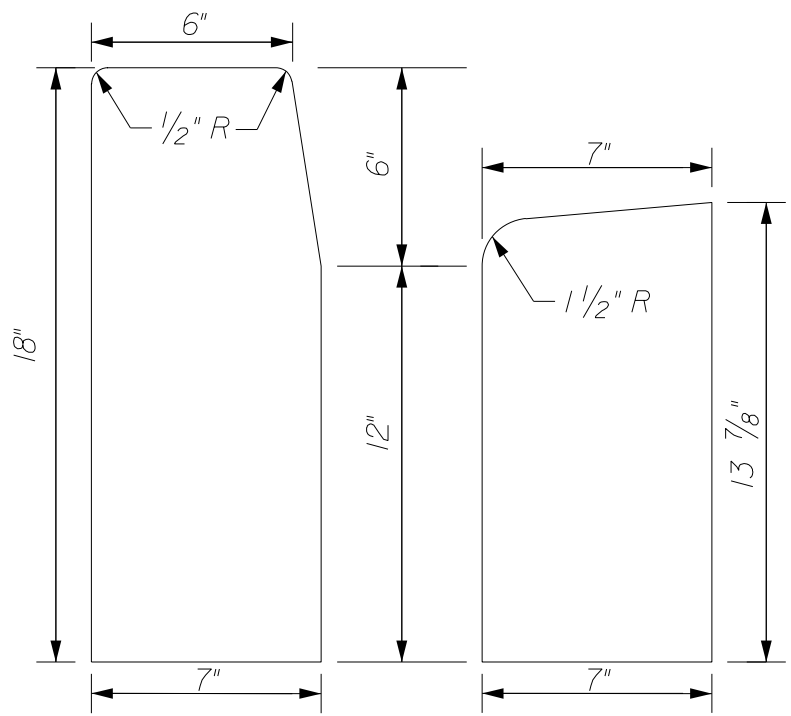
ADA CROSSWALK DETAIL



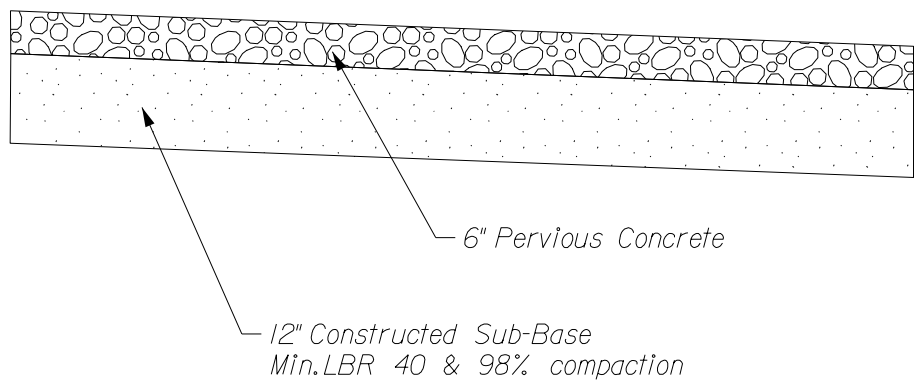
SIDEWALK TURNDOWN DETAILS



SIDEWALK JOINT DETAILS

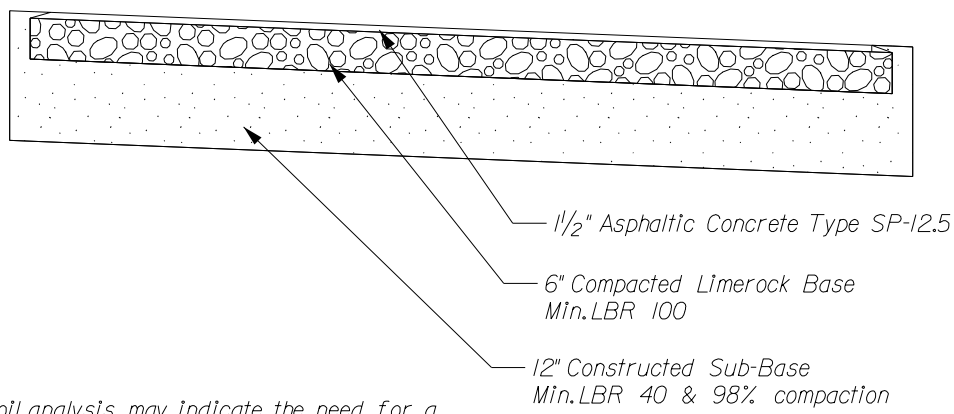


6" HEADER AND DROP CURB



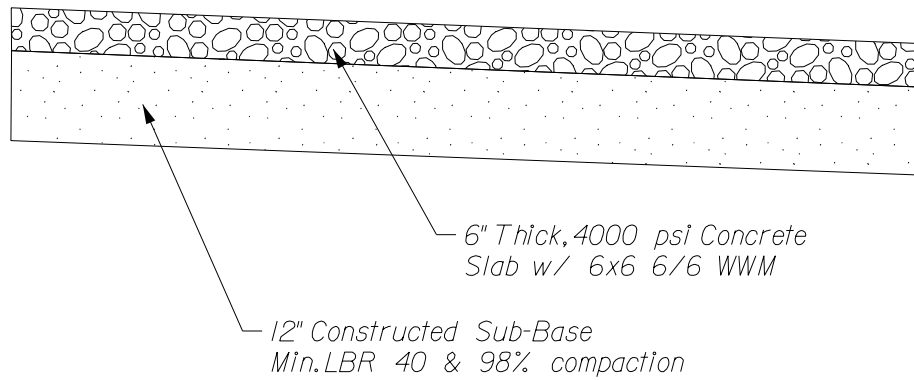
Pervious pavement to be swept and cleaned once every 6 months to maintain permeability

PERVIOUS PAVEMENT DETAIL



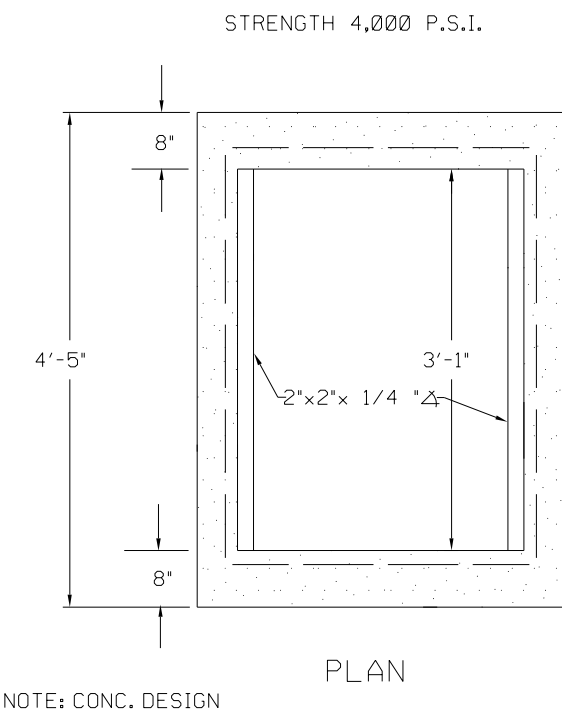
Note: Soil analysis may indicate the need for a thicker base course than those shown herein. The pavement thickness shown herein are not intended to be absolute, but are preliminary criteria & may be modified to accommodate the bearing capacities of various subgrades.

ASPHALT PAVEMENT DETAIL



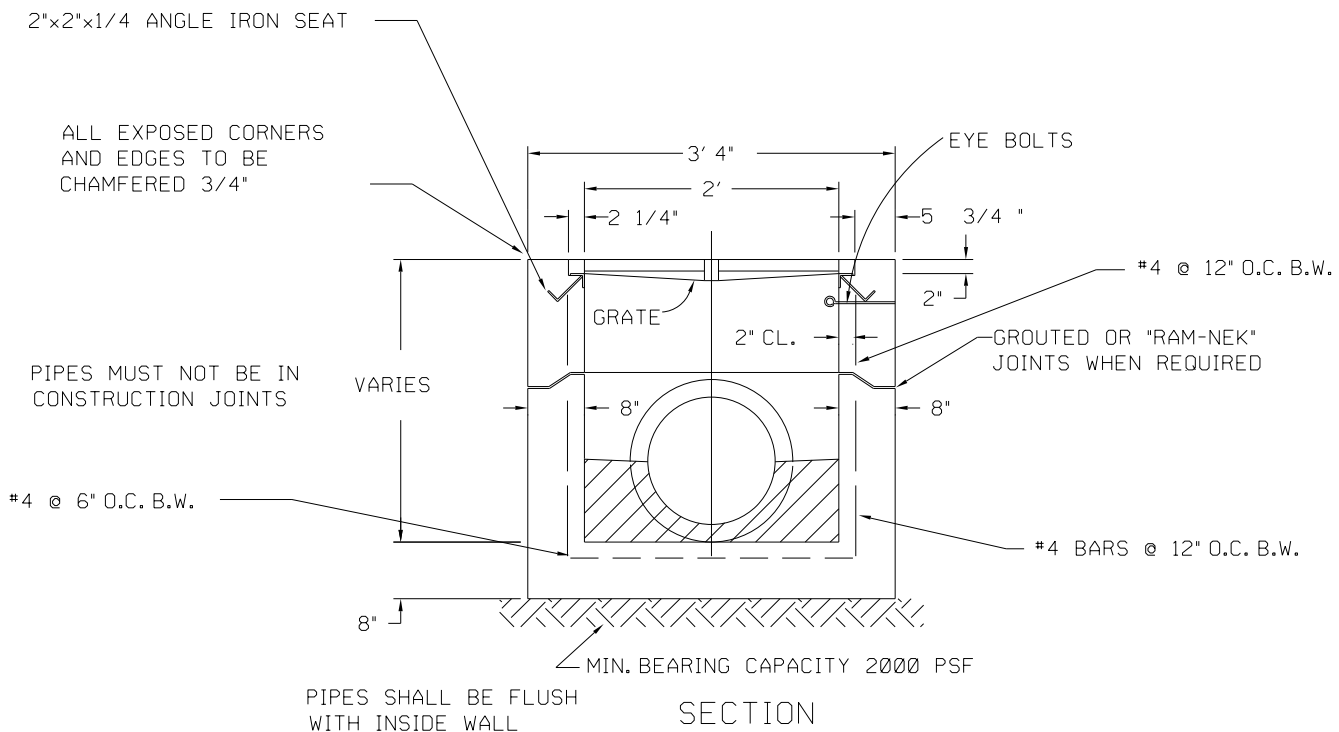
Note: Soil analysis may indicate the need for a thicker base course than those shown herein. The pavement thickness shown herein are not intended to be absolute, but are preliminary criteria & may be modified to accommodate the bearing capacities of various subgrades.

CONCRETE PAVEMENT DETAIL



NOTE: CONC. DESIGN

PLAN



SECTION

STORM SEWER TYPE "C" INLET

\$\$\$ 11/11/2017 11:11:11 AM \$\$\$

No.	By	Date	Revision
1	AM	6-2-17	COFB TRC REVIEW
2	AM	3-30-17	COFB TRC REVIEW
3	AM	2-28-17	AIRPORT ADV. BOARD REVIEW
4	AM	1-31-17	CLIENT DEVELOPMENT

Scale:	NONE
Project Mgr:	AG
Designed by:	AG
Drawn by:	AM
QAQC:	BM

Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034
Certificate of Authorization No. 9332
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A⁺
GILLETTE & ASSOCIATES, INC.
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819
FAX: (904) 261-9905

PRIVATE COMMERCIAL
HANGAR

CLAY LEE

MISCELLANEOUS DETAILS

Registered Professional

SHEET NO.
DT-1
9 of 9
Issue Date
June 2017
Project No.
16-80.12

GROUND LEASE AGREEMENT FOR FB HANGAR, LLC FOR PROPERTY LOCATED AT THE FERNANDINA BEACH MUNICIPAL AIRPORT

This GROUND LEASE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this _____ day of _____, 2018, made by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation (hereinafter referred to as "LESSOR" or "City,") and **FB HANGAR, LLC**, a Florida limited liability company, its successors and assigns (hereinafter referred to as "LESSEE".)

WHEREAS, LESSOR owns, controls and operates the Fernandina Beach Municipal Airport (hereinafter referred to as "Airport"), in the City of Fernandina Beach, County of Nassau, and State of Florida; and

WHEREAS, LESSEE has proposed to lease certain property from LESSOR at the LESSOR's municipal airport for aeronautical related activities; and

WHEREAS, LESSOR desires to make real property available to LESSEE at the Airport for the construction of two hangars, ramp apron, auto parking and related infrastructure for business use and storage of aircraft;

NOW THEREFORE, for and in consideration of the Premises and the mutual benefits and covenants contained in this Agreement, the parties hereby agree as follows:

1. Leased Premises. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the following real property identified and shown on Exhibit "A" Lease Area, attached hereto (hereinafter referred to as the "Premises"), together with the right of ingress and egress for vehicles and aircraft. The Premises is located within an area of Airport property designated the east area.

The LESSEE is authorized to conduct the following non-exclusive use at the Airport: All operations associated with the conduct of the LESSEE's flight operations including but not limited to general aircraft storage, and other non-commercial related aviation operations to include minor maintenance and repairs on LESSEE's aircraft. Additionally, the LESSEE is permitted to provide the commercial storage of aircraft of others. Any other commercial aeronautical activity may be permitted in the future, however such activity would require expressed written consent by LESSOR and LESSEE obtaining necessary permits, as may be required. All LESSEE operations shall comply with all federal, state and local rules, regulations and ordinances.

For the purposes of this Agreement, the term "Premises" shall include the use of airspace above and in the vicinity of said Airport, which is being used for conducting airport operations by LESSEE.

2. Term. The term of this Agreement shall be for a period of twenty (20) years, commencing on the first day of the first month following the execution of this Agreement by both parties (the "Lease Commencement Date"), and continuing for said term, unless earlier termination under the provisions of this Agreement.

Provided the LESSEE is not in default of any terms and conditions of this Agreement, upon expiration of the initial Twenty (20) year term, the LESSEE shall have the right to extend the Lease for an additional Ten (10) year term on the same terms and conditions contained herein. Furthermore, if the LESSEE is not in default of any terms and conditions of this Agreement, the LESSEE may request to extend this Agreement for an additional Ten (10) years. This renewal option shall be based on a renegotiation and mutual agreement of both parties. Such written notice must be given a minimum of 120 days and no more than 270 days before the end of each term. All options for extension of this Agreement term shall be subject to performance standards noted below and accompanying continued capital investment toward improvements and repair. Such performance standards include:

a. At the 10 year anniversary of the Agreement, and every five (5) years thereafter, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE within 180 days of receipt of written notice from LESSOR that such repairs are to be made by LESSEE. If such reasonable repairs are not completed, then LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

b. With satisfactory performance during the initial term and renewal term of the Agreement the LESSEE may request extension of Agreement beyond the thirty (30) years (initial 20 year term and 10 year renewal term) as provided above.

c. If Lessee desires, at the expiration of the 10 year renewal term, or if exercised at the expiration of any additional extensions, LESSEE may request a new lease. If LESSOR determines that the lease Premises are not required for other airport uses, the LESSEE has met its obligations under the term of the preceding lease, and the LESSOR finds that a new lease is appropriate, the LESSOR and LESSEE may negotiate a new lease at terms to be agreed upon at the time of the negotiations. The duration of the new lease shall be at the LESSOR'S option.

3. Rent. In consideration of the rights and privileges granted by this Agreement, LESSEE agrees to pay LESSOR the following ground rent from the date of commencement of this Agreement.

a. Rent for the use of real property on Airport property based on a total lease area of 102,714 square feet; at a lease rate of .20 cents per square foot per year. Initial

annual ground rent shall be \$20,542.80.

b. This annual ground rent shall be converted to equal monthly payments to be made at the rate of \$1,711.90 per month, which also is subject to applicable sales tax currently \$116.41 or a total of \$1828.31 per month and shall commence on the first day of the first month following the execution of this Agreement. All payments shall be due and payable without notice on or before the first day of each month.

c. This ground rent rate shall be reviewed each year by the LESSOR and ground rent rates, plus all applicable taxes, shall be adjusted so as to maintain a fair rental rate based on change in the Consumer Price Index (CPI) – All Urban Consumers South Urban Region – All Items (base year 1982-84=100), as published by the United States Department of Labor – Bureau of Labor Statistics, an appraisal market rent study or other method designated by the LESSOR. Such CPI change will be computed each year after the completion of the month of July and any change will be implemented and effective with October rent payments of each year. An appraisal, market rent study or alternative method as designated by the LESSOR may be substituted for the CPI adjustment on the twentieth (20th) anniversary of this lease, such that the 10 year renewal term may be increased to market rent and each and any such adjustment will also be implemented in October of the applicable year. In no event, however, shall the ground rent be less than the previous year's rental amount.

4. Delinquency Charge. Any payments received after the tenth (10th) day of the month are subject to a delinquency charge of one and one-half percent (1 ½%) per month beginning with the eleventh (11th) day after payment is due.

5. Place of Payment. All payments due LESSOR from LESSEE shall be made payable to the City of Fernandina Beach, and mailed to P. O. Box 1146, Fernandina Beach, Florida 32035 or delivered to 1180 South 5th St. Extension, Fernandina Beach, Florida 32034.

6. Non-Exclusive Right. It is not the intention of this Agreement to grant to LESSEE the exclusive right to provide any or all of the services described in this Agreement at any time during the term of this Agreement. LESSOR reserves the rights, at its sole discretion, to grant others certain rights and privileges, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to LESSEE. However, LESSOR does covenant and agree that:

a. It shall enforce all Airport Minimum Standards for Commercial Aeronautical Activities as currently approved or requirements for all similar services and activities conducted at the Airport;

b. Any other provider of similar services or activities will not be permitted to operate on the Airport under rates, terms, or conditions which are more favorable than those set forth in this Agreement; and

c. It will not permit the conduct of any aeronautical endeavor or activity at the

Airport, except under an approved lease or operating agreement, or as general aviation by the general public.

7. Appurtenant Privileges. LESSEE shall be entitled, in common with others so authorized, to the non-exclusive use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including but not limited to, the use of rights-of-way, common area utilities, landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by LESSOR.

8. Construction and Use of Premise. LESSEE is hereby granted the non-exclusive privilege to engage in, and LESSEE agrees to engage in, the construction and maintenance of up to two (2) hangars as described below, ramp apron, auto parking and related infrastructure on the Premises for LESSEE'S business use, or for other commercial use as may be approved by LESSOR, built in accordance with plans and specifications contained in the Architecture and Building Design Standards for Development on the Airport and as approved by LESSOR and other aviation or aeronautical activities and services necessary or incidental thereto, such approval shall not be unreasonably withheld by LESSOR. If construction on the Premises has not begun within one (1) year of the date of this Agreement, and construction of one hangar completed within fifteen (15) months of the beginning of construction, this Agreement may be terminated by the LESSOR with thirty (30) days written notice to LESSEE. The parties agree that this Agreement shall be construed as an "Aeronautical Use Agreement" and LESSEE shall not engage in any business on the Premises other than that specified herein. Included as part of the LESSEE's Premises are:

a. Hangar Building West: One (1) hangar 120 x 130 (15,600 square feet) and other improvements on the Premises, including as required business, personal and/or office space, for the purpose of providing aircraft storage to aircraft owned or leased by the LESSOR or for the commercial storage of aircraft of others and for no other purpose. Such facility shall have a minimum of one toilet and an oil water separator.

b. Hangar Building East: One (1) hangar 92 x 130 (11,960 square feet) and other improvements on the Premises, including as required business, personal and/or office space, for the purpose of providing aircraft storage to aircraft owned or leased by the LESSOR or for the commercial storage of aircraft of others and for no other purpose. Such facility shall have a minimum of one toilet and an oil water separator.

c. Suitable vehicle parking shall be installed and maintained by the LESSEE to allow the loading, unloading and parking of vehicles having business on the Premises.

d. All improvements, including the design thereof, on the Premises must be permitted by the LESSOR prior to installation or construction. The LESSEE is responsible for applying for and obtaining all necessary construction permits and licenses required by local, state and federal laws and regulations.

e. The LESSEE shall construct an aircraft ramp apron on the Premises as

designated by the LESSOR, for the purpose of aircraft access to the LESSEE's Hangar facilities. No structures or fixtures will be allowed on the ramp apron. Any and all taxi-lanes and ramp aprons shall be constructed to adequately permit aircraft and vehicles access to the Premises. Pavement construction shall be of equal or greater strength than that of the existing airport taxi-lanes/taxiways/aprons to which it shall abut. The design and construction are subject to review and approval by the LESSOR's Engineer or designee.

f. Suitable pavement markings and lighting shall be installed and maintained by the LESSEE to provide for the orderly and safe movement of aircraft and vehicles on the Premises. Any lighting on the Premises must be approved by the LESSOR prior to installation, and not interfere with flight operations at the Airport.

g. All improvements shall be constructed, graded and drained so as to direct all storm water which may fall on the Premises into approved disposal devices. The LESSOR shall not contribute to storm water contamination and will take such steps and measures as are necessary to comply with the Airport's Storm Water Pollution Prevention Plan and all federal, state, and local regulations governing storm water discharge.

h. Any landscaping installed on the Premises is subject to approval by the LESSOR and shall be installed and maintained by the LESSEE.

i. LESSEE is granted the right to install at LESSEE'S option a fuel facility for private non-commercial use provided LESSEE shall pay to LESSOR the negotiated fuel flowage fee of twelve cents (.12) per gallon. Such fuel facility shall meet all government regulations regarding fuel facility installation and operation and would be included under the Airport's Spill Prevention, Control and Countermeasures Plan (SPCC). Any fuel farm use must be in compliance with applicable Minimum Standards for Commercial Aeronautical Activities to include pollution liability insurance. LESSEE agrees that this regulated fuel storage tank owned or operated by LESSEE and located on Premises shall be registered with the appropriate federal, state, and local authorities, shall be constructed of approved materials, and shall be made available for compliance inspection at all times during normal business hours. Further, LESSEE agrees to properly record, maintain, and reconcile all inventory records required by appropriate federal, state, and local regulations and to make such records available for inspection at the Premises at all times during normal business hours.

j. In consideration for the right to store fuel on the Premises and dispense fuel at the Airport for its private use, LESSEE agrees to pay LESSOR a fuel flowage of \$.12 per gallon delivered to the fuel storage facility located on the Premises. The applicable fuel flowage fee to be paid by LESSEE to LESSOR shall be due on the 10th day of each month and shall be calculated on the immediately preceding month's gallons received by LESSEE. The fuel flowage fee shall be paid by Lessee and delivered to the City Controller with a copy of the corresponding fuel invoices. LESSEE will also provide to Airport Manager a copy of each fuel delivery slip. Fuel flowage fees commence with the initial fuel supply and continue with each succeeding delivery. The LESSOR has the right to audit fuel delivery and fuel disbursement records for any month at its expense. The method of payment of fuel flowage fees may be amended by mutual consent as may be required to conform to policies of the fuel supplier contracted by LESSEE.

k. LESSEE will not handle, store, nor dispense aviation fuels for private use of LESSEE at or from the Airport, unless that fuel is first stored in this fuel storage tank located on the Premises. Each device through which LESSEE dispenses aviation fuels on the Airport must be equipped with a flow meter calibrated and sealed by the Department of Agriculture of the State of Florida or other appropriate governmental agency. These devices shall include without limitation any Avgas truck, Jet A truck, and self-service fuel facility owned or operated by LESSEE.

l. LESSEE shall be responsible for maintaining any fuel storage facility located on Premises in a clean, neat, and orderly condition, in good repair to meet National Fire Protection Association (NFPA) standards and government codes at its sole cost and expense including tanks, electrical service, electrical switches, all lighting, exterior painting, fencing, filters, fittings, gauges, hatches, hoses, lids, motors, plumbing, pumps, security, self-service equipment, signs (including required emergency designation signs), sumps, valves, and the like.

m. The use of a fuel truck is approved for exclusive use of LESSEE to dispense fuel from the LESSEE's fuel facility into aircraft owned or leased by LESSEE or aircraft in which LESSEE or LESSEE's officers or directors have a direct beneficial interest in, with any fuel dispensing limited to ramp apron(s) leased by LESSEE from LESSOR.

9. Rights and Obligations of LESSEE.

a. Payments: LESSEE shall meet and pay all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, ad valorem taxes, permit fees, impact fees, license fees and assessments lawfully levied or assessed upon the Premises or property situated hereon, as well as any and all utilities used or consumed by LESSEE on the Premises, including, but not limited to, water, gas, electricity, sewer, and refuse services.

b. Agreement to Pay Taxes and Obligations: LESSEE shall pay all lawful taxes and assessments, debts and obligations of every kind or nature which, during the term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon any taxable interest of the LESSEE acquired in the Agreement or any taxable possessory right which LESSEE may have in or to the Premises or facilities hereby leased or the improvements thereon, or on the LESSOR'S fee simple interest therein, by reason of its use or occupancy thereof or otherwise as well as all taxes or taxable property, real or personal, owned by LESSEE in and about said Premises, whether said taxes are assessed in the name of LESSEE or LESSOR.

c. Premise Upkeep: The LESSEE shall, at its own expense, maintain and keep the Premises to include structural, roofs, and hangar doors as well as all improvements thereon including lighting, landscaping, drainage, signage, auto parking areas and aircraft parking ramp apron including all pavement and striping, in good condition and make all repairs, both interior and exterior, necessary to keep and maintain the Premises, including all improvements thereon in good condition. The Premises and all buildings, improvements, and property thereon must be maintained in a safe, clean and sanitary condition. The LESSOR shall require maintenance and needed repairs to be made in a timely manner.

d. Access: LESSEE shall have at all times the right of ingress to and egress from the rented Premises. To ensure this right the LESSOR shall make all reasonable efforts to keep adjacent areas to the rented Premises free and clear of all hazards and obstructions, natural and manmade.

e. Work in Hangar: It is clearly understood by the LESSEE that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own or leased aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. However, City building code requirements and governmental regulations must be met for the type of work being conducted (examples – painting of aircraft or heavy maintenance of aircraft.)

f. Commercial Activity: LESSEE is permitted to operate commercial aeronautical activities as described in Section 1. LESSEE hereby agrees that it shall comply with the contents of Exhibit “D” - Minimum Operating Standards for Commercial Aeronautical Activities (Minimum Standards), attached hereto, as currently approved or as may be amended from time to time. Should the Minimum Standards be updated, and any requirement become more restrictive than current Minimum Standards the LESSEE shall have eighteen (18) months from date of adoption to meet the revised Minimum Standards unless waived in writing by the LESSOR. Once updated, those Minimum Standards shall become a part of this Agreement.

g. Signs: During the term of this Agreement, LESSEE shall have the right, at its expense, to place in or on the Premises, a sign or signs. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by LESSOR and shall conform to the City’s sign code. LESSEE shall be responsible for all permits. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of LESSEE. LESSEE shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration of the term of this Agreement.

h. Compliance with Applicable Laws, Rules and Regulations: Notwithstanding other requirements contained herein, the LESSEE at its sole cost and expense hereby agrees to and shall comply with all applicable ordinances, laws, rules and regulations established by federal, state, and local government agency or by the City, and they may be amended from time to time, and conduct its operations or commercial business in accordance with all applicable regulations pertaining to airports, including Airport Rules and Regulations, attached hereto as Exhibit “E”, promulgated by the LESSOR governing safe and efficient operation of Fernandina Beach Municipal Airport. The LESSOR may, from time to time, modify and/or update the Rules and Regulations. LESSOR will provide LESSEE with a copy of the updated Rules and Regulations, and once updated or revised, those Rules and Regulations shall become a part of this Agreement.

i. Compliance with Environmental Law, Rules and Regulations: LESSEE expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules and regulations protecting the environment. Any cost or expense to remain or to be compliant with

applicable environmental rules and regulations shall be the responsibility of the LESSEE. LESSEE agrees to keep themselves informed of future changes in the existing environmental laws. Such compliance will be responsibility of the LESSEE at its sole cost and expense.

j. Hazardous Materials and Toxic Waste: LESSEE shall not cause or permit to occur:

1. Any violation of any federal, state or local law, ordinance or regulation now or later enacted, related to environmental conditions on, under, or about the Premises, or arising from LESSEE'S use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

2. The use, generation, release, manufacture, refining, production, processing or disposal of any hazardous substance on, under, over, or about the Premises.

3. LESSEE shall, at its sole and exclusive expense, comply with all laws and regulations regulating the storage or transportation of hazardous substances relating to the Premises, and shall further make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under applicable federal, state and local laws and regulations; and the LESSOR is to be immediately notified by LESSEE of any claim or allegation of non-compliance herewith.

4. If any authority demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of hazardous substances that occurs during the term hereof, or any renewals hereof, at or from the Premises, or which arises from LESSEE's use or occupancy of the Premises, then LESSEE shall, at LESSEE's expense, prepare and submit the required plans and all related bonds and other required financial assurances; and LESSEE shall carry out all work required by such clean-up plans at its sole and exclusive expense.

10. Continuing Obligation. LESSEE'S obligations under Section 9, subsection (j), and Section 11 and Section 15 of this Agreement shall survive the expiration or termination of this Agreement or any renewal thereof.

11. Indemnification for Toxic Wastes. LESSEE, for itself and on behalf of its officers, agents, employees, assigns, and contractors, does agree to protect, defend, ensure and indemnify LESSOR, its officers, directors, elected and appointed officials and employees, for any manner of loss, damage, cost or assessment which may result from or in any manner be related to the deposit, spill, discharge or other release, and or the presence, use, distribution or disposition of any toxic substance, chemical, metal, petroleum product, or hazardous or toxic waste, or any other substance or derivative. This provision shall survive the expiration of this Agreement. This shall not apply to conditions which pre-exist the date of this Agreement.

12. Aerial Approaches. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together

with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

13. Leasehold Improvements.

a. LESSEE agrees to submit to LESSOR, for approval, detailed plans and specifications for any structural change, alteration, addition, improvement or removal from or to the Premises. LESSOR shall approve the plans and specifications as submitted, or transmit proposed revisions to LESSEE within sixty (60) days of receipt of the plans and specifications from LESSEE. In the event that LESSOR requires revisions of the original plans and specifications, LESSEE shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for LESSOR's approval. This initial review shall not constitute review for the purposes of obtaining City permits. LESSEE shall be required to obtain all permits from governmental agencies as may be required, including the City, and shall be solely responsible for all costs relating to permitting the proposed improvements.

b. Any such improvements made by LESSEE shall remain the property of the LESSEE until the expiration of this Agreement and any extensions or renewals thereof and which shall remain on the Premises until the expiration or termination of this Agreement, at which time such improvements shall become the property of LESSOR. LESSEE shall at all times maintain all improvements constructed on the property in good condition. Upon expiration or termination of this Agreement, the LESSEE shall execute any and all documentation necessary to transfer clear title to the leasehold improvements, free of any lien or encumbrance, to LESSOR.

c. LESSEE shall not permit any mechanic's or other liens to be placed upon the Premises, at any time, except that LESSEE shall be permitted to mortgage its leasehold improvements to be constructed on the Premises by LESSEE. LESSOR shall not be required to subordinate its interest to such Leasehold Mortgage. All documentation regarding any leasehold mortgage must be reviewed and approved by the LESSOR prior to finalization of documents, to assure that no interest of the LESSOR is included in the documentation.

d. LESSEE shall provide payment and performance bonds in amounts and form as approved by LESSOR, prior to commencement of construction.

e. Within sixty (60) days of completion of construction, erection or any alteration of any improvements by the LESSEE, the LESSEE shall provide to the LESSOR a complete set of "as-built" plans and drawings.

14. Insurance. LESSEE shall obtain and maintain continuously in effect at all times during the term of this Agreement, at LESSEE's sole expense, the following insurance:

a. Comprehensive general liability insurance with a Combined Single Limit (CSL) of not less than One Million (\$1,000,000) Dollars protecting LESSOR against any and all liability by reason of LESSEE's conduct incident to the use of the Premises,

caused by or arising out of any negligent or wrongful act or omission of LESSEE;

b. LESSEE agrees that, should it desire to lease space for aircraft hangaring and storage, it shall obtain Hangar Keepers liability insurance protecting LESSOR against any and all liability by reason of LESSEE'S conduct incident to the use of the Premises, caused by or arising out of any negligent or wrongful act or omission of LESSEE, in the minimum amount of One Million (\$1,000,000) Dollars;

c. All insurances as required under the applicable Airport Minimum Standards for Commercial Aeronautical Activities shall be provided to LESSOR;

d. Property insurance covering direct physical loss due to perils of fire, windstorm and extended coverage for full replacement value;

e. Copy of annual insurance certificate(s) to be attached hereto as Exhibit "C", Liability Insurance Certificate, and shall be provided to LESSOR annually; AND

f. All insurance requirements specified herein above shall name LESSOR as an additional insured with instructions that the insurance carrier will notify LESSOR if the LESSEE defaults on premium payments, and shall require that the insurance carrier notify LESSOR thirty (30) days prior to any event leading to the material modification or cancellation of the policy.

15. Indemnification. LESSEE agrees to assume liability for and indemnify, hold harmless, and defend the LESSOR, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of LESSEE, its officers, employees, agents, and representatives. LESSEE'S liability hereunder shall include all attorney's fees and costs incurred by the LESSOR in the enforcement of this indemnification provision. This includes claims made by the employees of LESSEE against the LESSOR and LESSEE hereby waives its entitlement, if any, to immunity under Sections 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the LESSOR may have under the doctrine of sovereign immunity of Section 768.28 Florida Statutes.

16. Assignment or Sublease. This Agreement, or any part thereof, may not be assigned, transferred or subleased by LESSEE, by process or operation of law or in any other manner whatsoever, without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Prior to issuing any written consent, LESSOR may demand such information it may require to adequately judge whether the proposed assignee, transferee or sub-lessee can adequately perform the duties of the LESSEE under this Agreement.

17. Independent Contractor. In its use of the Premises, LESSEE acts as an independent contractor and not as an agent of LESSOR. The selection, retention, assignment, direction and payment of LESSEE'S employees shall be the sole responsibility of LESSEE, and LESSOR shall not attempt to exercise any control over the daily performance of duties of LESSEE'S employees.

18. Non-Discrimination. Notwithstanding any other inconsistent provision of this Agreement, during the performance of this Agreement, LESSEE, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this Agreement, does hereby covenant and agree, as a covenant running with the land, that:

a. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination, in the use of the Premises.

b. In the furnishing of services on, over or under the Premises, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

c. LESSEE 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 Title VIII of the Civil Rights Act of 1968, and as said regulations may be amended.

19. Maintenance of Airport Facilities. LESSOR shall maintain all public and common joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto, as in its opinion, are required and necessary for the safe and efficient operation of the Airport.

20. Termination. This Agreement shall be subject to termination by either party in the event of any one or more of the following:

a. The abandonment of the Airport as an airport or airfield;

b. The default by either party in the performance of any of the terms, covenants and conditions of this Agreement, and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of thirty (30) days after receipt of notice from the non-defaulting party to the defaulting party to remedy same. This includes the failure of the LESSEE to complete the proposed improvements within the time frames as set forth herein;

c. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the LESSEE'S operation;

d. LESSEE shall be entitled to terminate this Agreement in the event of the

lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such a manner as to restrict substantially LESSEE from conducting its operations for a period in excess of ninety (90) days.

e. LESSOR shall be entitled to terminate this Agreement upon the filing of a voluntary petition in bankruptcy by LESSEE, including a reorganization plan, a general or other assignment for the benefit of creditors, adjudication as a bankrupt, or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver;

f. LESSOR shall be entitled to terminate this Agreement upon the conviction of LESSEE or any of LESSEE's officers, managers or employees of any crime involving moral turpitude relating to this Agreement of LESSEE's operations hereunder;

g. LESSEE shall have the right to terminate this Agreement and its obligations hereunder, by providing sixty (60) days written notice to LESSOR and by conveying to LESSOR the title to the improvements constructed on the Premises, free and clear of any lien or encumbrance, provided that LESSEE has properly maintained said property and it is in as good condition as when originally constructed, ordinary wear and tear excepted, and provided, further, that the obligations regarding accumulated rent and indemnification shall specifically survive.

h. In the event of abandonment or closure of the Airport by the LESSOR, referenced in Paragraph 20(a) above, LESSOR shall reimburse LESSEE the difference between LESSEE's actual investment costs including preliminary engineering and design fees, permitting fees, contracting and building fees, insurance, utilities, maintenance fees and ground leasing fees incurred by LESSEE minus rents collected by LESSEE through the date of abandonment or closure of the Airport, plus recapture of all investment costs and interest to date including accumulated expense and investments. This reimbursement obligation by LESSOR to LESSEE shall continue for a period of 20 years from the initial effective date of this Agreement.

21. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or 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.

22. National Emergency. During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or all or any part of the Premises upon demand to the United States Government, and if any such agreement is executed, the provisions of this Agreement with the LESSEE herein, and all obligations of LESSEE to make the payments as required in Section 3 above, shall be suspended for the length of time that the United States Government requires the use of the said landing area and/or Premises. This period of time during which the Agreement is so suspended will not count against the time provisions of the then existing Agreement.

24. Severability. If any substantive provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction and such declaration results in a substantial failure of consideration for either party, the entire Agreement shall be subject to termination by such party. Otherwise, such declaration shall not be cause for termination of this Agreement, but only such void or illegal provision shall be canceled or deemed to be of no effect.

If to LESSOR, address to: City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

If to LESSEE, address to: FB Hangar, LLC
4682 Carlton Dunes Drive, Unit 7
Fernandina Beach, Florida 32034

It shall be the LESSEE's responsibility to keep the address contained in this Agreement up to date and accurate.

27. Re-Entry. It is further understood and agreed between the parties hereto that in

the event of any breach of any covenant or agreement on the part of the LESSEE to be performed and provided, that if such breach is not remedied by the LESSEE after reasonable notice in writing to it by the LESSOR, the LESSOR may re-enter and terminate this tenancy by giving the LESSEE thirty (30) days written notice, to quit the Premises. LESSOR shall at all times be entitled to recover by all lawful means any and all damages, including reasonable attorney's fees and costs, sustained by it through the breach of any said covenants and agreements on part of the LESSEE to be performed.

28. Obligation Upon Termination. Upon termination of this Agreement, all obligations of either party hereunder to the other shall cease and terminate, except as specifically provided herein, and the LESSEE agrees it shall immediately quit, surrender and return peaceable and quiet possession of the Premises, including all improvements to include but not limited to buildings, parking areas, and fuel facility improvements, to the LESSOR in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being accepted. LESSEE shall be allowed to remove all LESSEE's equipment and trade fixtures from the Premises, including the fuel facility equipment.

29. Inspection. The LESSOR shall have the right to enter upon the Premises at reasonable intervals during regular business hours to inspect the Premises for compliance with the terms and conditions of the Agreement and federal, state and local laws and regulations. In case of emergencies, the LESSOR shall have the right to immediately enter the Premises.

30. Further Airport Development. LESSOR reserves the right to further develop or improve the remaining area of the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance.

31. Non-Waiver. The failure of the LESSOR to insist upon strict performance of any of the terms, conditions or covenants herein set forth shall not be deemed a waiver of any rights or remedies that it may have and shall not be deemed a waiver of any breach or default by the LESSEE of the terms, conditions or covenants contained herein.

32. Radon Gas Notice: Pursuant to Florida Statutes Section 404.056(8), LESSOR hereby makes, and LESSEE hereby acknowledges, the following notification:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

LESSOR makes no representation or warranty with respect to the presence or absence of radon on the Premises, and LESSEE shall undertake such inspection or testing as it deems necessary or convenient to assure itself as to the presence or absence of radon.

33. Lease Commencement Date: The commencement date of this Agreement shall

be the date set forth in Section 2 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF FERNANDINA BEACH, FL

FB HANGAR, LLC

By: Dale Martin
Its: City Manager

By: Denny Clay Lee
Its: Manager

ATTEST:

ATTEST:

By: Caroline Best
Its: City Clerk

By: _____
Its: _____

APPROVED AS TO FORM & LEGALITY:

By: Tammi E. Bach
Its: City Attorney

Attachments

Exhibit "A" Lease Area — Legal Description of LESSEE'S Property and Sketch or Drawing of Description

Exhibit "B" Overview of improvements to be provided at sole cost of LESSEE

Exhibit "C" Liability Insurance Certificate(s) as required under this lease and/or applicable Minimum Standards for Commercial Aeronautical Activities (Note: This certificate shall show that the City has been named as an additional insured on all policies.)

Exhibit "D" Minimum Standards for Commercial Aeronautical Activities

Exhibit "E" Airport Rules and Regulations

- .
- PORTIONS OF LANDS LOCATED IN TOWNSHIP 2 NORTH, RANGE 28 EAST OF NASSAU COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED
AS FOLLOW:

FOR A POINT OF REFERENCE COMMENCE AT A POINT ALONG THE WESTERLY RIGHT OF WAY OF AMELIA ROAD AN 100 FOOT RIGHT OF WAY AS CURRENTLY
ESTABLISHED, SAID POINT BEING THE SOUTHERN CORNER OF AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, AS RECORDED IN PLAT BOOK 4 PAGE 67 OF
THE PUBLIC RECORD OF NASSAU COUNTY, THENCE DEPART SAID RIGHT OF WAY OF AMELIA ROAD AND TRAVEL ALONG THE SOUTHWESTERN BOUNDARY LINE
OF SAID AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, NORTH 54° 10' 45" WEST, A DISTANCE OF 655.37 FEET TO A POINT, SAID POINT BEING THE
ESTERLY CORNER OF AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, THENCE TRAVEL ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID AMELIA ISLAND
INDUSTRIAL PARK SECTION ONE NORTH 35° 50' 42" EAST, A DISTANCE OF 364.08 FEET TO A POINT ALONG SAID NORTHWESTERLY BOUNDARY LINE; THENCE
DEPART SAID BOUNDARY LINE AND TRAVEL NORTH 54° 09' 18" WEST, A DISTANCE OF 512.32 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING TRAVEL SOUTH 35° 49' 58" WEST, A DISTANCE OF 348.69 FEET TO A POINT; THENCE TRAVEL NORTH 54° 10' 02" WEST, A
DISTANCE OF 369.30 FEET TO A POINT; THENCE TRAVEL NORTH 35° 49' 58" EAST, A DISTANCE OF 76.80 FEET TO A POINT; THENCE TRAVEL NORTH 53° 12'
12" EAST, A DISTANCE 34.50 FEET TO A POINT; THENCE NORTH 72° 22' 32" EAST, A DISTANCE OF 47.00 FEET TO A POINT; THENCE TRAVEL SOUTH 15° 09'
02" EAST, A DISTANCE 51.50 FEET TO A POINT; THENCE TRAVEL NORTH 35° 49' 58" EAST, A DISTANCE OF 186.89 FEET TO A POINT, SAID POINT BEING
LONG THE RIGHT OF WAY LINE OF JAMESTOWN ROAD A 60' RIGHT OF WAY AS CURRENTLY ESTABLISHED; THENCE TRAVEL ALONG SOUTHWESTERLY RIGHT OF
WAY LINE OF SAID JAMESTOWN ROAD SOUTH 54° 12' 46" EAST, A DISTANCE OF 123.05 FEET TO A POINT OF CURVATURE OF A CURVE ALONG THE RIGHT OF
WAY LINE OF JAMESTOWN ROAD, SAID CURVE HAVING A RADIUS OF 187.91 FEET; THENCE CONTINUE ALONG SAID CURVE A DISTANCE OF 135.45 FEET AND
THROUGH A CENTRAL ANGLE OF 41° 17' 58"; TO A POINT ON SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77° 44' 59" EAST
AND A CHORD DISTANCE OF 132.54 FEET; THENCE TRAVEL NORTH 82° 07' 12" EAST, A DISTANCE OF 29.18 FEET TO A POINT ALONG SAID RIGHT OF WAY OF
JAMESTOWN ROAD; THENCE DEPART SAID RIGHT OF WAY LINE AND TRAVEL SOUTH 7° 52' 48" EAST, A DISTANCE OF 36.74' TO THE POINT OF BEGINNING.

AREA CONTAINING 2.36 AC +/-

EXHIBIT A LEGAL DESCRIPTION OF PARCEL

OF:

A PORTIONS OF LANDS LOCATED IN TOWNSHIP 2 NORTH, RANGE 28 EAST OF NASSAU COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT ALONG THE WESTERLY RIGHT OF WAY OF AMELIA ROAD AN 100 FOOT RIGHT OF WAY AS CURRENTLY ESTABLISHED, SAID POINT BEING THE SOUTHERN CORNER OF AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, AS RECORDED IN PLAT BOOK 4 PAGE 67 OF THE PUBLIC RECORD OF NASSAU COUNTY, THENCE DEPART SAID RIGHT OF WAY OF AMELIA ROAD AND TRAVEL ALONG THE SOUTHWESTERN BOUNDARY LINE OF SAID AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, NORTH 54°10'45" WEST, A DISTANCE OF 655.37 FEET TO A POINT, SAID POINT BEING THE WESTERLY CORNER OF AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, THENCE TRAVEL ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID AMELIA ISLAND INDUSTRIAL PARK SECTION ONE NORTH 35°50'42" EAST, A DISTANCE OF 364.08 FEET TO A POINT ALONG SAID NORTHWESTERLY BOUNDARY LINE; THENCE DEPART SAID BOUNDARY LINE AND TRAVEL NORTH 54°09'18" WEST, A DISTANCE OF 512.32 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING TRAVEL SOUTH 35°49'58" WEST, A DISTANCE OF 348.69 FEET TO A POINT; THENCE TRAVEL NORTH 54°10'02" WEST, A DISTANCE OF 369.30 FEET TO A POINT; THENCE TRVLEL NORTH 35 °49'58" EAST, A DISTANCE OF 76.80 FEET TO A POINT; THENCE TRAVEL NORTH 53°12'12"EAST, A DISTANCE OF 34.50 FEET TO A POINT; THENCE NORTH 72°22'32" EAST, A DISTANCE OF 47.00 FEET TO A POINT; THENCE TRAVEL SOUTH 15°09'02"EAST, A DISTANCE OF 51.50 FEET TO A POINT; THENCE TRAVEL NORTH 35°49'58" EAST, A DISTANCE OF 186.59 FEET TO A POINT, SAID POINT BEING ALONG THE RIGHT OF WAY LINE OF JAMESTOWN ROAD A 60' RIGHT OF WAY AS CURENTLY ESTABLISHED, THENCE TRAVEL ALONG SOUTHWESTERLY RIGHT OF WAY LINE OF JAMESTOWN ROAD SOUTH 54°12'46" EAST, A DISTANCE OF 123.05 FEET TO A POINT OF CURVATURE OF A CURVE ALONG THE RIGHT OF WAY LINE OF JAMESTOWN ROAD, SAID CURVE HAVING A RADIUS OF 187.91 FEET; THENCE CONTINUE ALONG SAID CURVE A DISTANCE OF 135.45 FEET AND THROUGH A CENTRAL ANGLE OF 41°17'58", TO A POINT ON SAID CURVE, SAID CURVE BEING SUBTENDEED BY A CHORD BEARING OF SOUTH 77°44'59" EAST AND A CHORD DISTANCE OF 132.54 FEET THENCE TRAVEL NORTH 82°07'12" EAST, A DISTANCE OF 29.18 FEET TO A POINT ALONG SAID RIGHT OF WAY JAMESTOWN ROAD, THENCE DEPART SAID RIGHT OF WAY LINE AND TRAVEL SOUTH 7°52'48" EAST, A DISTANCE OF 36.74 TO THE POINT OF BEGINNING.

AREA CONTAINING 2.36 AC +/-

OF:
A PORTIONS OF LANDS LOCATED IN TOWNSHIP 2 NORTH, RANGE 28 EAST OF NASSAU COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED
AS FOLLOW:

FROM THE POINT OF BEGINNING TRAVEL SOUTH 35° 49' 58" WEST, A DISTANCE OF 348.69 FEET TO A POINT; THENCE TRAVEL NORTH 54° 10' 02" WEST, A DISTANCE OF 369.30 FEET TO A POINT; THENCE TRAVEL NORTH 35° 49' 58" EAST, A DISTANCE OF 76.80 FEET TO A POINT; THENCE TRAVEL SOUTH 53° 12' 12" EAST, A DISTANCE 34.50 FEET TO A POINT; THENCE NORTH 72° 22' 32" EAST, A DISTANCE OF 47.00 FEET TO A POINT; THENCE TRAVEL SOUTH 15° 09' 02" EAST, A DISTANCE 51.50 FEET TO A POINT; THENCE TRAVEL NORTH 35° 49' 58" EAST, A DISTANCE OF 186.89 FEET TO A POINT, SAID POINT BEING ALONG THE RIGHT OF WAY LINE OF JAMESTOWN ROAD A 60' RIGHT OF WAY AS CURRENTLY ESTABLISHED; THENCE TRAVEL ALONG SOUTHWESTERLY RIGHT OF WAY LINE OF SAID JAMESTOWN ROAD SOUTH 54° 12' 46" EAST, A DISTANCE OF 123.05 FEET TO A POINT OF CURVATURE OF A CURVE ALONG THE RIGHT OF WAY LINE OF JAMESTOWN ROAD, SAID CURVE HAVING A RADIUS OF 187.91 FEET; THENCE CONTINUE ALONG SAID CURVE A DISTANCE OF 135.45 FEET AND THROUGH A CENTRAL ANGLE OF 41° 17' 58" TO A POINT ON SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77° 44' 59" EAST AND A CHORD DISTANCE OF 132.54 FEET; THENCE TRAVEL NORTH 82° 07' 12" EAST, A DISTANCE OF 29.18 FEET TO A POINT ALONG SAID RIGHT OF WAY OF JAMESTOWN ROAD; THENCE DEPART SAID RIGHT OF WAY LINE AND TRAVEL SOUTH 7° 52' 48" EAST, A DISTANCE OF 36.74' TO THE POINT OF BEGINNING.

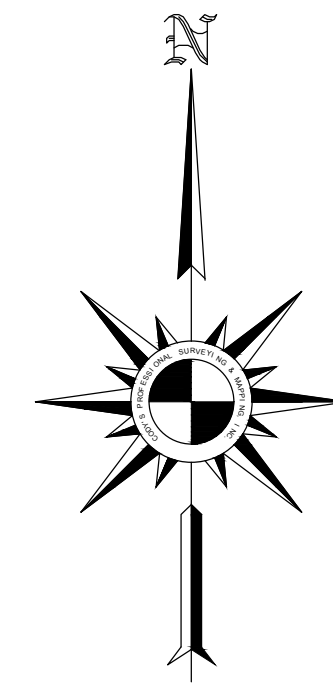
AREA CONTAINING 2.36 AC +/-

SET 5/8" IRON
ROD WITH CAP
STAMPED LB 7347

FERNANDINA BEACH
MUNICIPAL AIRPORT
OR BOOK 1612 PAGE 955

- 1) THE DESCRIPTION AS SHOWN HEREON WAS WRITTEN BY THIS OFFICE.
- 2) THIS IS A SURFACE LOCATION SURVEY ONLY; UNDERGROUND UTILITIES, IF ANY, NOT DETERMINED.
- 3) BEARING STRUCTURE NOTED HEREON IS REFERENCED TO N54° 10' 45"W AND IS REFERENCED TO THE SOUTHWESTERLY BOUNDARY LINE OF AMELIA ISLAND INDUSTRIAL PARK PER PLAT BOOK 4 PAGE 67.
- 4) THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000
- 5) ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
- 6) UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.
- 7) THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OF MATTER AFFECTING THE TITLE TO OR BOUNDARY OF THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
- 8) THIS IS A COPYRIGHTED DOCUMENT; NO PORTION OF IT MAY BE REPRODUCED, WHOLLY OR IN PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CODY'S PROFESSIONAL SURVEYING AND MAPPING, INC.
- 9) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FERNANDINA BEACH
MUNICIPAL AIRPORT
OR BOOK 1612 PAGE 955



CB - DENOTES CHORD BEARING
CD - DENOTES CHORD DISTANCE
CONC - DENOTES CONCRETE
 Δ - DENOTES DELTA
L - DENOTES ARC LENGTH
LB - DENOTES LISCENCED BUSINESS
OR - DENOTES OFFICIAL RECORDS
R - DENOTES RADIUS

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

AMELIA INDUSTRIAL PARK
SECTION ONE
PLAT BOOK 4 PAGE 67

POINT OF COMMENCEMENT



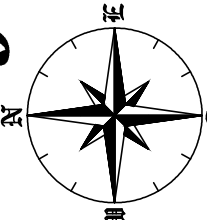
AMELIA ROAD
100' RIGHT OF WAY

PARTY CHIEF	CAD TECH
RM	JKK
FIELD BOOK & PAGE	
N/A	
DATE OF SURVEY	
AUGUST 15, 2017	

PRELIMINARY
PROGRESS SET

ROY T. FLOWERS, JR. FL REGISTRATION NO. 6271	AUGUST 16, 2017	FLORIDA L.B. # 7347
---	-----------------	---------------------

Cody's Professional Surveying & Mapping, Inc.



(904) 696-8840 Phone
(904) 696-8841 Fax
550 Balmoral Circle North, Suite 205
Jacksonville, Florida, 32218

PROJECT NUMBER

14917

SHEET NO.
1

OF
1

**GROUND LEASE AGREEMENT
FOR FB HANGAR, LLC. FOR
PROPERTY LOCATED AT THE
FERNANDINA BEACH MUNICIPAL AIRPORT**

Exhibit B

Overview of Improvements to Leased Premises

Facilities:

Soverign desires to construct two bulk hangars (120x130 and 92x130), parking and access facilities, and a fuel farm facility at the lessee's option upon 102,714 square feet in the east area of the Airport. Such facilities shall be built in conformance with conditions stated in Section 8 "Construction and Use of Premises" of the Agreement.



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

6/30/2018

DATE (MM/DD/YYYY)
5/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Westfield Insurance Company	
	INSURER B:	
	INSURER C:	
INSURED 1446808 FB HANGAR PO BOX 1004 ALMA GA 31510	NAIC # 24112	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 15390127**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	CAG 4753137	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0	Y	N	CAG 4753137	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE \$ XXXXXXXX OTH-ER \$ XXXXXXXX E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		NOT APPLICABLE			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF FERNANDINA BEACH MUNICIPAL AIRPORT IS ADDITIONAL INSURED ON GENERAL LIABILITY AND UMBRELLA IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY

CERTIFICATE HOLDER**CANCELLATION**

15390127 CITY OF FERNANDINA BEACH MUNICIPAL AIRPORT 700 AIRPORT ROAD FERNANDINA BEACH FL 32034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
--	---

ACORD 25 (2016/03)

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EXHIBIT D

FERNANDINA BEACH MUNICIPAL AIRPORT

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

Original Adoption September 10, 1987

Amended December 18, 2007

Amended October 20, 2009

Amended August 2, 2011

Amended October 7, 2014

Prepared By:
City of Fernandina Beach
700 Airport Road

Fernandina Beach, Florida 32034

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Section 1 – General

1.01 INTRODUCTION

The City of Fernandina Beach, as owner, operator, and sponsor of Fernandina Beach Municipal Airport (FBMA), being responsible for all aspects of the administration of this public, general aviation facility, and in order to foster and encourage the economic growth and orderly development of aviation and related aeronautical activities at FBMA has established certain requirements for commercial aeronautical entities to ensure that adequate aeronautical services and facilities are provided to the users of FBMA.

These Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) are the threshold entry requirements for a person or persons, partnership, company, trust, corporation, or other business entity, based on FBMA and/or using FBMA, to engage in one or more commercial aeronautical service or activity to the public at FBMA. These Minimum Standards are to promote fair competition at FBMA, taking into consideration the aviation role of FBMA, facilities that currently exist at FBMA, services being offered at FBMA, and the future development planned for FBMA. The uniform application of these Minimum Standards, containing the minimum levels of service and facilities that must be offered by the service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both established and future aeronautical activity as well as FBMA patrons. All commercial aeronautical operators are provided a level playing field on which they will hopefully prosper while providing excellent service to aviation customers. There is not any prohibition to exceed the minimum requirements in terms of quality of facilities and services provided.

The adoption of these Minimum Standards for Commercial Aeronautical Activities is recommended by the FAA to comply with federal law and regulations that prohibit the granting of exclusive rights to use an Airport that has received federal Airport Improvement Program (AIP) funding. The City of Fernandina Beach will comply with federal law and Federal Aviation Administration (FAA) Advisory Circulars which currently exist for MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES, and EXCLUSIVE RIGHTS AT FEDERALLY-OBLIGATED AIRPORTS, and as those advisory circulars may be amended by the FAA from time to time.

These Minimum Standards are not intended to be all-inclusive, as the operator of a commercial aeronautical venture who is based on or uses FBMA will be subject to additional applicable federal, state and local laws, codes and ordinances and other applicable regulatory measures, including the Airport Rules and Regulations pertaining to all such activities.

1.02 PURPOSE

- Provide a minimum level of services that are offered to the public in connection with the conduct of particular aeronautical activities or services on FBMA
- Provide for the safe conduct of all commercial aeronautical activities at FBMA
- Protect airport users from unlicensed and unauthorized products and services
- Maintain and enhance the availability of adequate services for all airport users
- Provide that no entity receives a competitive advantage through less-than-fair and uniform market value use of City facilities
- Promote the economic health of FBMA businesses
- Promote the orderly improvement and development of FBMA

1.03 EXCLUSIVE RIGHTS

In accordance with FBMA assurances given to the federal or state government by the City as a condition to receiving federal or state funds, the granting of rights or privileges to engage in commercial aeronautical activities shall not be construed in any manner as affording any person or entity any exclusive right, other than the exclusive use of the land and/or improvements which are specifically set forth in a written lease, permit, or agreement.

1.04 STATEMENT OF POLICY

A fair and reasonable opportunity, without unjust discrimination, shall be accorded to all applicants to qualify and present ideas for doing business, using FBMA facilities and furnishings, which the City, deems are available for selected aeronautical activity or service. Proposals meeting the Minimum Standards as established by the City and set forth herein for commercial aeronautical activities at FBMA shall be presented to the City Commission for approval. Commercial aeronautical activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards shall be developed on a case-by-case basis for such activities and, if accepted and approved by the City, incorporated into the entity's written agreement with the City and into these Minimum Standards by amendment. The City in its sole discretion may distribute a Letter of Interest (LOI) or a Request for Proposal (RFP) for the leasing/use of available FBMA facilities.

A written agreement, lease, or permit, properly executed by the City and a based or local area commercial aeronautical operator is a prerequisite to commencement of FBMA facility and airfield use by any commercial aeronautical activity. Contingent upon its qualifications, its meeting the established Minimum Standards with the City and the payment of the prescribed rentals, fees, and charges, commercial aeronautical operators shall have the right and privilege to engage in and conduct the activity or activities specified by written agreement with the City. All agreement provisions, however, must be compatible with the Minimum Standards herein contained and will not change or modify the standards and requirements themselves. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City.

The City reserves and retains the right for the use of FBMA by others who may desire to use it, pursuant to applicable federal, state, and local laws, ordinances, codes, standards, and other regulatory measures pertaining to such use. The City further reserves the right to designate specific FBMA areas in which the individual or a combination of aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of FBMA.

These Minimum Standards may be included in whole, in part, or by reference as part of all leases, and other agreements between the City and any entity desiring to be based on and/or use FBMA and engage in any commercial aeronautical activities. The rates, fees, and charges applicable to the providers of commercial aeronautical activities are established by the City to make FBMA as financially self-sustaining as possible and be sufficient to cover FBMA costs.

These Minimum Standards are not retroactive and do not alter any existing written agreement properly executed prior to the date of approval of these Minimum Standards and as may be amended that does not provide for application of future revisions of the Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written agreement. In any event, upon expiration of an existing lease, agreement, or permit with the City or if the commercial aeronautical operator desires to materially increase or expand its activities, the commercial aeronautical operator shall then comply with the provisions of these Minimum Standards. Conversely, these Minimum Standards shall not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an agreement that

requires an entity to exceed the Minimum Standards. In the event of any conflict between the terms of these Minimum Standards and the provisions of any lease or agreement, the terms of the lease or agreement shall be controlling.

These Minimum Standards may be supplemented and amended by the City from time to time and in such manner and to such extent as is deemed appropriate by the City. Minimum Standards shall be reviewed and updated at minimum every five years or as needed to be amended.

The City reserves the right to lease an existing facility or any portion of an existing facility to a Specialized Aviation Service Operation (SASO) in order to maximize facility use and business opportunities. A lease of this nature shall be at the City's sole discretion, and shall be considered to meet any minimum facility requirements as defined in these Minimum Standards.

The City further reserves the right to designate from time to time the specific areas where individual aeronautical services or a combination of aeronautical services may be conducted, and to determine whether or not there is sufficient, appropriate, or adequate space at the proposed site to meet the minimum requirements established herein. Such determination shall consider the nature and extent of the proposed operation and the sites available for such purpose, consistent with the current Airport Master Plan and the orderly, safe, and efficient operation and development of FBMA.

1.05 WAIVER OF MINIMUM STANDARDS

No commercial aeronautical operator will be allowed to operate or provide services not in compliance with these Minimum Standards unless unusual circumstances exist which may give cause for consideration of a temporary waiver. The City may, at its sole discretion, waive or modify any portion of the Minimum Standards for any person or entity when it is determined that such waiver is in best interest of the public and will not result in unjust discrimination against other commercial aeronautical operators at FBMA. Any initial waiver will not exceed 12 months. However any waiver may be reviewed annually and extended in sole discretion of City.

1.06 GENERAL REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

The following shall apply to all commercial aeronautical activity or service provider, either a FBO or SASO, at FBMA:

1. Unless otherwise provided by the City, all activities of the commercial aeronautical entity shall be conducted on an area or areas of sufficient size to accommodate all services that the commercial aeronautical operator is approved to perform, allowing for future growth and additional services as contemplated by the City or the commercial aeronautical operator at the time of application, but as limited by the space available on FBMA.
2. Shall conduct its business operations strictly within the areas assigned to it by the City, and its operations shall not in any way interfere with the operations of other commercial aeronautical entities, agencies, or other businesses operating on FBMA, the use of FBMA by the general public, or with any common use areas.
3. Shall provide their services or activities on a fair, equal, and not unjustly discriminatory basis to all users thereof, and they will charge fair, reasonable, and not unjustly discriminatory prices for each unit or services provided. Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, and other similar types of discounts to volume purchasers or users of the service provided. Further, any commercial aeronautical entity will insure that any sub-lessee or subcontractor comply with the provisions of this paragraph.
4. Personnel shall meet all federal, state, and local training and certification requirements applicable to their individual duties and company services.

5. Shall control the conduct and demeanor of its personnel and subtenants, as well as to conduct its business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb, endanger, or offend any customers, tenants, or competitive operators.
6. Shall employ the necessary quantity of trained staff, on-duty management, and supervisors to provide for the efficient, safe, and orderly compliance with its lease, agreement, sublease, or permit.
7. No right or privilege will be granted to any commercial aeronautical entity which would prevent any entity operating aircraft at FBMA from performing any services on its own aircraft with its own direct employees (W-2), including but not limited to maintenance and repair, that it may choose to perform.
8. The City reserves the right to further develop or improve FBMA as it sees fit, regardless of the desires or views of the commercial aeronautical operator, and without interference or hindrance. FBMA shall make every effort to minimize the disruption of normal airport usage during periods of repair or further airport development.
9. Airport access and security shall be maintained at all times in accordance with standards as may be established and required by the City.
10. Any fine or penalty imposed on the City by the FAA or other governmental body, resulting from lessee's or permittee's use, operations, and occupancy of the leased premises, will be payable by lessee or permittee.
11. Shall keep current and provide the Airport Manager with applicable point-of-contact(s) and phone numbers for emergency purposes.
12. Shall permit its personnel who drive motor vehicles on FBMA to do so only in accordance with the Airport Rules and Regulations, applicable federal, state, and local laws, ordinances, codes, or other similar regulations now in existence or as may be hereafter modified, amended, or enacted.
13. Shall keep and maintain its leased premises and all improvements in a neat and orderly condition at all times, and in good and substantial repair, condition, and appearance. Shall keep mowed and in a pleasing condition all landscaping and grass areas within its leased premises.
14. Shall commit no unlawful nuisance, waste, or injury on the leased premises and will refrain from doing anything which may result in the creation, commission, or maintenance of such nuisance, waste, or damage to property on FBMA.
15. Shall refrain from creating or allowing on its premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, is not a violation of this paragraph, nor shall the reasonable operation of the commercial aeronautical operator's business constitute such violation, although some odors, gases, and vapors may result therefrom.
16. Shall refrain from doing anything which might interfere with the effectiveness or accessibility of FBMA's public utilities systems, drainage or sewer system, storm water management system, fire protection system, sprinkler system, alarm system, or fire hydrants and hoses, if any are installed or located on or in their leased premises.
17. Shall remove or dispose of debris and other waste material, whether solid or liquid, arising from the commercial aeronautical operator's activities. Any garbage, debris, or waste, which may be temporarily stored in the open, shall be kept in suitable metal garbage or waste receptacles equipped with tight-fitting covers of a design sufficient to contain whatever may be placed therein. Shall use extreme care when removing all such waste. Any hazardous waste generation, storage, or disposal shall comply with all applicable federal, state, and local regulations.
18. No fuels, oils, greases, detergents, or other insoluble substances shall be placed in the sewage or drainage systems or on the ground. Any FBO or SASO, at its sole cost and expense, shall comply with all requests made by the U.S. Environmental Protection Agency (EPA) or other competent governmental authority including, but not limited, to the installation of a grease

and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of equipment and/or aircraft. The installation of any required equipment or structure shall conform to recommended specifications of the EPA or Florida Department of Environmental Protection (FDEP) as applicable.

19. Shall at no time conduct any aeronautical activity on leased property from a structure that would be considered temporary or mobile under Florida Building Codes and applicable City Ordinances without specific approval from the City.
20. Shall maintain all aprons, ramps, taxiways, roadways, and parking lots that are constructed by the FBO or SASO or reserved for their exclusive use.
21. Shall refrain from doing any act or thing upon the FBMA which will invalidate or conflict with any fire, property, or liability insurance policies covering FBMA.
22. Shall provide an adequate supply of properly located, type, size and operable fire extinguishers and other safety equipment in accordance with the National Fire Prevention Association (NFPA) requirements.

1.07 SUB-LESSEE OR SUBCONTRACTOR REQUIREMENTS

If a commercial aeronautical operator leaseholder desires to sublease space to another person or entity or contracts with an aeronautical operator to provide one or more specialized aviation services, the following conditions shall apply:

1. Lessee must obtain written approval of sublease or subcontractor agreement from the City before allowing sub-lessee or subcontractor to occupy or conduct any form of business from the lessee's leasehold. Said sublease or subcontract shall define the type of business and service to be offered by sub-lessee or subcontractor.
2. Sub-lessee or subcontractor shall also enter into an agreement with the City. Such agreement shall be appropriate to the particular type of services to be provided by sub-lessee or subcontractor. The agreement or permit shall provide for payment by sub-lessee or subcontractor to FBMA of fees pertinent to the types of services offered by sub-lessee or subcontractor unless prohibited by written agreement.
3. Lessee must have the facilities and physical space necessary to support the aeronautical services of his sub-lessee(s) or subcontractor(s). Such facilities and space shall be sufficient to accommodate the lessee's aeronautical service as well as those requirements for any sub-lessee or subcontractor according to these Minimum Standards.
4. The sub-lessee or subcontractor must meet all of the Minimum Standards established by the City for the category or categories of services to be furnished. The Minimum Standards may be met in combination by lessee and sub-lessee or subcontractor. Any sublease or subcontract agreement shall specifically define those services provided by lessee to sub-lessee or subcontractor that must be used to meet the Minimum Standards.
5. Sub-lessee or subcontractor shall provide evidence of minimum insurance coverage as determined by the City for the categories of service to be offered as noted in Section 1.08 and Appendix B. Additionally any sub-lessee or subcontractor shall carry premise insurance.

1.08 INSURANCE REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

Insurance amounts as detailed in Appendix B provide a minimum guideline and may not meet the requirements for every commercial aeronautical entity. Each commercial aeronautical entity should make its own analysis to determine if more is needed. Insurance coverage shall be obtained and paid for by the commercial aeronautical operator as required in the coverage and amounts specified by the City. Commercial aeronautical operators shall demonstrate to the City's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. Each policy shall name the City of Fernandina Beach as additional insured. All insurance required shall apply as primary and not in excess of or contributing with other insurance which the commercial aeronautical entity may carry. A Certificate of Insurance or a copy of the insurance policies shall be furnished to the City with each annual

renewal and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The City will provide 90 days advance notice of any changes to the minimum insurance coverage requirement. The types of insurance as noted in Appendix B may be added to or deleted from as determined by the City in its sole discretion.

A commercial aeronautical operator leaseholder shall be required to carry public liability insurance for any sub-lessee or subcontractor or provide a certificate of insurance which shows the entity and the City as named insured, in amounts commensurate with sub-lessee's or subcontractor's individual activities and services, as determined by the City.

Section 2 – Lease Requirements for Commercial Aeronautical Operators

2.01 BUSINESS PLANNING

The Airport Manager is the first person of contact to discuss providing or increasing a commercial aeronautical opportunity at FBMA. At this meeting any prospective commercial aeronautical operator can secure the necessary documents needed to complete the process to become a FBO or SASO at FBMA. Documents available include:

1. Minimum Standards for Commercial Aeronautical Activities
2. Airport Leasing Policy
3. Application for Ground or Facility Lease or Airport Operating Permit
4. Airport Ground Leasehold Development Process
5. Airport Architecture and Building Design Standards
6. Airport Rates and Charges
7. Sample Ground or Facility Lease
8. Airport Rules and Regulations

2.02 QUALIFICATION AND REQUIREMENTS

Any person desiring to conduct a commercial aeronautical activity on FBMA must complete a written application for an Airport Ground or Facility Lease or Airport Operating Permit and submit it to the Airport Manager detailing what aeronautical service or services are to be provided. No processing or approval action is possible until this application is submitted. Such application from any prospective commercial aeronautical operator assists in the City's determination that the applicant is technically and financially able to perform the services proposed. A person or entity shall have such business background and shall demonstrate the business capability to successfully provide the contemplated commercial aeronautical activity as to meet the City's approval. The information presented shall include financial documentation (annual balance sheets and related) to demonstrate the entity's financial capability to initiate operations and/or to construct improvements that may be required to support the proposed operation, or operations, and also indicate the commercial aeronautical operator's ability to operate the contemplated operations, once initiated. In each instance, the City shall be the final judge as to the qualifications and financial ability of the entity. A business plan may be required of entities desiring to operate on FBMA. The City also may request any such additional information as may reasonably be required to evaluate the proposal. Additionally any entity seeking to conduct commercial aeronautical activity at FBMA as a FBO shall demonstrate that it has adequate resources to realize the business objectives agreed to by the City and the entity.

Those commercial aeronautical entities not leasing or subleasing property on FBMA, such as an independent aeronautical operator or an independent service provider, also need to provide appropriate documentation as part of the application process for their proposed operation to secure an Airport Operating Permit. Such independent commercial aeronautical operators shall meet and maintain

compliance with the applicable Minimum Standards for their commercial activity. The City retains the right to restrict or deny such FBMA access if FBMA safety or efficiency is compromised by the existence of the proposed commercial service or activity. Further the City has the right to prohibit use or continued use of FBMA should a lease holding entity offer same or similar services on FBMA. Once an Airport Operating Permit is approved then each year such independent commercial aeronautical operators shall secure an annual renewal of the permit to include providing applicable operational certificates, providing evidence of insurance, and paying any applicable fees.

2.03 APPLICATION TO PROVIDE ON AIRPORT SERVICES

Demonstration of intent to conduct a business operation at FBMA shall be by application to the Airport Manager. The following at minimum must be provided:

1. The legal name of the entity submitting this application and its business name (if different).
2. The address and telephone number of the entity and primary contact person.
3. The names, addresses, phone numbers, and short resume of all owners of five (5) per cent or more equity interest, management control, or debt in the entity.
4. A comprehensive listing of all activities proposed to be offered, along with copies of all applicable federal, state, or local operating certificates and licenses held.
5. Evidence of past experience and technical ability to perform and/or develop the proposed services and facilities.
6. Amount of land to lease.
Building space to lease or facilities to construct.
Will there be any subleasing of building space.
7. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.
8. The dates for commencement and completion of proposed development or the proposed date for commencement of the intended activities and proposed term for conducting same.
9. The equipment, any special tooling required, vehicles, and inventory proposed to be utilized in connection with the intended activities.
10. Will there be any hazardous materials located on site. If yes describe.
11. The number of persons to be employed, including the names and qualifications of each management/supervisory person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
12. Periods (days and hours) of proposed operation:
13. The number of aircraft to be utilized in connection with the proposed activities and the make, model, passenger seating capacity, cargo capacity, aircraft registration number, and copies of applicable operating certificates for each aircraft.
14. Amounts and types of insurance coverage to be maintained (no less than required under Minimum Standards).
15. For proposed agreements for lease of unimproved or improved Airport areas, a layout (to scale) of the size, configuration, and location of the property proposed for occupancy and a preliminary drawing(s) of the building(s) and improvements to be constructed, together with the identification of vehicle parking areas (See Ground Leasehold Development Process).
16. For proposed agreements to lease existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, tie-downs, and vehicle parking areas to be utilized (See Ground Leasehold Development Process).
17. Evidence of a written business plan to include:
 - a. Business projections for the first year by quarter and the succeeding 4 years annualized.
 - b. A current balance sheet and previous fiscal year's balance sheet.
 - c. Methods to be used to attract new business (advertising and incentives).
 - d. Amenities to be provided to attract business.
 - e. Plans for physical expansion, if business should warrant such expansion.
18. Contact information of three references (name, title, company, telephone).

19. Contact information of three credit references (name, title, company, telephone).

2.04 ACTION ON APPLICATION FOR COMMERCIAL AERONAUTICAL OPERATORS

With a properly submitted application to the Airport Manager, an agreement or lease will then be developed between the entity and the City. Both documents are also presented to the Airport Advisory Commission for its review. The Airport Advisory Commission will develop a recommendation and forward to the City Commission for its final action. This process can take 120 days from the receipt of application.

Applications may be denied for one or more of the following reasons:

1. The applicant, for any reason, does not meet qualifications, standards, and requirements established by these Minimum Standards.
2. The proposed operation or construction will create a safety hazard on FBMA.
3. The granting of the application will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application, or the operation will result in a financial loss or hardship to FBMA.
4. There is no appropriate or adequate available space or building on FBMA to accommodate the proposed activity at the time of application.
5. The proposed operation, FBMA development, or construction does not comply or is inconsistent with the Land Development Code, approved Airport Layout Plan, or conflicts with federal, state, or local rules and regulations.
6. The development or use of the land area requested will result in aircraft or building congestion or will unduly interfere with the operation of any present commercial aeronautical operator on FBMA or restrict aircraft access to any commercial aeronautical operator's area.
7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, has a record of violating the FBMA Airport Rules and Regulations, the rules and regulations of any other airport, Florida Department of Aviation (FDOT) aviation regulations, or Federal Aviation Regulations.
9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the City or any lease or other agreement at any other airport.
10. On the basis of current financial information, the entity does not, in the opinion of the City, exhibit adequate financial responsibility to undertake the proposed services.
11. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the City to provide and maintain the business to which the application relates and to promptly pay amounts required under the lease.
12. The applicant cannot provide a performance bond or other adequate security in an amount required by the City to ensure performance of its obligations under its proposed lease or permit or ensure completion of any associated construction.
13. The applicant has committed any crime, or violated any local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the FBO or SASO operation applied for.

2.05 SITE DEVELOPMENT AND CONSTRUCTION STANDARDS

Once the City Commission has approved the agreement, both parties sign the lease or agreement and rent becomes applicable. In the meantime, with a supporting recommendation from the Airport Advisory Commission, it is usual for a commercial aeronautical operator, if desired, to begin the site development and permitting process. The commercial aeronautical operator shall obtain at its sole expense all licenses and permits necessary for the conduct of the commercial aeronautical operator's activities at FBMA as required by the City or any other duly authorized governmental agency. However,

no construction of any kind shall be commenced at FBMA without final approval from the City, FAA, or any other agency that may have jurisdiction. Any proposed construction or modification of facilities by a commercial aeronautical operator will be subject to the development regulations described in the Airport Ground Leasehold Development Process, the Airport Architecture and Building Design Standards, applicable federal, state, local laws and regulations, Florida Building Codes, applicable City Building Ordinances, NFPA requirements, and conformity with the Airport Master Plan. The City must approve the plans and specifications prior to construction, and also approve the filing by the prospective commercial aeronautical operator of a notice of proposed construction required by FAR Part 77, "Objects Affecting Navigable Airspace," to the FAA (Form 7460-1).

Land that is designated for aeronautical purposes must be developed and used for aeronautical activities only. Non-aviation related activities shall not be allowed in buildings or hangars located on land designated for aeronautical purposes without FAA approval. However the City may, at its option, grant an exemption to permit in conjunction with an aeronautical use a limited non-aeronautical use of the land and facility usually not to exceed 30%. No commercial aviation operator shall be allowed to operate in, from, or around a City owned t-hangar or bulk row storage hangar.

All improvements constructed on FBMA, other than trade fixtures, shall become a part of the land and belong to the City upon expiration, termination, or cancellation of the lease agreement between the commercial aeronautical operator and the City covering such improvements. If the commercial aeronautical operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the commercial aeronautical operator shall be responsible for extending such services and pavement surfaces to its site at the commercial aeronautical operator's sole expense, unless otherwise negotiated with the City. All such utility services and pavement areas shall be constructed in full compliance with FBMA and FAA standards, as well as applicable City codes.

Section 3 – Fixed Base Operator (FBO)

3.01 GENERAL

A Fixed Base Operator is an entity that provides multiple aeronautical services including aircraft fueling to aircraft owners, airport users, and airport tenants. Only a FBO shall be permitted to sell aviation fuel, lubricants, and other related services to both transit aircraft operations and operations of aircraft based at FBMA.

3.02 FBO MINIMUM SERVICE LEVEL

1. Aircraft Fueling and Oil Services
2. Aircraft Line Services
3. Aircraft Crew and Passenger Customer Services
4. The following optional services are encouraged, but not required:
 - a. Aircraft Maintenance and Repair
 - b. Aircraft Bulk Hangar Storage
 - c. Flight Training
 - d. Aircraft Rental/Lease

A FBO may subcontract or use third party operators to provide any of the required FBO services or optional services above, with the exception of Items 1 through 3. For these services, a FBO may be permitted to enter into an agreement with a professional aviation services management company, experienced in managing/operating FBO's, to provide day-to-day management and/or staffing. Such management agreement must be approved by the City. The FBO shall remain the responsible party to the City for all decisions related to safety, security, and overall operational issues. A FBO's subcontractors

and third-party operators shall meet or exceed all Minimum Standards applicable for such services performed and must operate from the FBO premise. See Section 1.07 regarding subleases.

3.03 FBO MINIMUM SERVICE STANDARDS

1. Operation
 - a. Shall have premises open and services available every day of the year, except Christmas Day, from 0800-2000.
 - b. Shall be staffed with a minimum of two properly trained and uniformed personnel during normal business hours.
 - c. Shall be available to provide services outside of normal business hours, if requested in advance, or in response to unscheduled required services.
 - d. Shall be able to assist in the removal of disabled aircraft from FBMA's runway and taxiway system in a timely manner.
2. Aircraft Fueling and Oil Services
 - a. Shall provide the sale and into-plane delivery at a minimum 100LL-octane Aviation Gas (Avgas) and Jet A aviation fuels, accepted grades of aviation engine oils and lubricants, and other aviation petroleum products for aircraft that regularly operate at FBMA.
 - b. Shall deliver fuel to aircraft utilizing at least one Jet A refueling vehicle with a capacity of 2,000 gallons and one Avgas refueling vehicle with a capacity of 500 gallons.
 - c. Shall demonstrate satisfactory arrangements to purchase fuel, oil, and aviation lubricants in such quantities as is necessary to meet expected demand.
 - d. Shall provide properly trained personnel in the safe and proper handling, dispensing, and storage of aircraft fuel using equipment provided by the FBO.
 - e. Shall operate a fixed fuel storage facility which shall contain safety fixtures and filtration systems to ensure aircraft fuel quality in accordance with all Environment Protection Agency (EPA) regulations including proper fuel spill prevention features and containment capabilities. In addition, shall provide an approved fuel Spill Prevention Countermeasure and Control (SPCC) Plan to the Airport Manager or be properly coordinated into the Airport's SPCC Plan.
 - f. In addition to into-plane delivery may provide self-fueling facility for public use and such equipment must be in compliance with applicable state and local regulations and standards, and comply with fueling equipment requirements listed in this section.
 - g. Shall comply with all applicable local, state, and federal environmental statutes and regulations regarding storage tanks, disposal of waste oil and other potentially hazardous substances, and for the refueling of all aircraft and vehicles.
 - h. All equipment used for the storage, handling, and/or dispensing of petroleum products must meet all applicable federal, state, and local safety and fire codes, regulations and standards, NFPA requirements for aircraft fueling operations, and the appropriate FAA Advisory Circular.
 - i. All dispensing equipment shall be equipped with reliable metering devices subject to an independent inspection of the Motor Fuels Section of the Florida Department of Transportation and must be capable of servicing, in an efficient and safe manner, all types of aircraft. All metering devices must be inspected, checked and certified annually by appropriate local and state agencies. A copy of each such inspection must be provided to the Airport Manager.
 - j. All fueling services and systems shall be subject to routine inspection for fire and other hazards by the City, the FAA, and the appropriate state and local fire agencies.
 - k. Quality control of the fuel is the responsibility of the FBO.
 - l. Complete dated records shall be kept with regard to all maintenance activities conducted on fueling equipment and mobile refueling vehicles.
 - m. Shall maintain current fuel reports on file and available for auditing at any time by the City, the FDOT, or the FAA or other applicable agencies.
3. Aircraft Line Services

- a. Shall provide ramp assistance including the parking, tie-down, ground handling, and storage of aircraft including ropes or other types of restraining devices and wheel chocks for aircraft based or normally transiting FBMA.
- b. Shall provide adequate loading/unloading and towing equipment to safely and efficiently move aircraft to include aircraft tug(s) that can accommodate aircraft based or normally transiting FBMA.
- c. Shall provide proper equipment as may be required to service and support aircraft based or normally transiting FBMA such as inflating aircraft tires, changing engine oil, washing aircraft windscreens, recharging aircraft batteries, and starting engines and performing minor repairs not requiring a certified mechanic. Shall have ground power starting capability.
- d. Keep the ramp well maintained, clean, and free of foreign object debris (FOD).
4. Aircraft Crew and Passenger Customer Services
 - a. Shall provide a flight planning area with appropriate communication facilities for complete flight planning including weather communication links separate from other public areas.
 - b. Shall provide a minimum of one courtesy vehicle available for customer use.
 - c. Shall provide appropriate concierge services and/or referral services as may be required to pilots and users and maintain local ground transportation contacts.
 - d. Shall have available basic pilot supplies.
5. Optional Services
 - a. Shall meet Minimum Standards for like category of SASO as to equipment and services.

3.04 LAND AND IMPROVEMENTS REQUIREMENTS

1. Shall lease land area at a minimum of four acres (174,240 square feet) to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking. Parking requirements will be in accordance with City code.
2. Shall lease or construct on the leased premises a public use operations building(s) and related improvements not less than 3,200 total square feet to sufficiently accommodate all activities and operations proposed, as approved by the City. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, pilot's lounge separate from public waiting area, classroom/training room and/or conference room, storage, and public restrooms. Also provide snack food and beverage machines and public use telephone.
3. If optional services for aircraft maintenance and repair and/or aircraft bulk hangar storage is offered then shall lease or construct a hangar facility not less than 4,800 square feet with properly lighted space to perform maintenance work, aircraft storage, parts storage.
4. Any facility(ies) provided shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances.
5. Shall provide sufficient ramp area to support all activities of the FBO and all approved subtenants.
6. Shall lease or construct a separate, above ground or approved underground, aircraft fuel storage facility in a designated area with a minimum 10,000 gallons 100LL/Avgas and 10,000 gallons Jet A. Such facility may offer self-serve capability for either or both fuel products sold. Such facility and all improvements shall, at the FBO own expense, be maintained in a presentable condition consistent with good business practices and in accordance with the appropriate rules and regulations at the time of construction and any mandated changes.

3.05 INSURANCE

See Section 1.08 and Appendix B for insurance coverage requirements for a FBO operation on FBMA.

Section 4 – Specialized Aviation Service Operation (SASO)

4.01 GENERAL

A Specialized Aviation Service Operation (SASO) is a person or entity that provides a single or limited number of commercial aeronautical services and activities, and shall comply with the Minimum Standards for the specific service or activity described in this section. A SASO may not sell fuel.

Whenever a SASO conducts multiple activities pursuant to one lease, permit, or agreement with the City, and the Minimum Standards for one of the commercial aeronautical operator's activities are inconsistent with the Minimum Standards for another of the commercial aeronautical operator's activities, then the Minimum Standards which are more stringent, and/or more protective of the public's health, safety, and welfare, shall apply. When one or more activity is conducted, the minimum requirements may vary depending on the nature of each activity or combination of activities, but shall not necessarily be cumulative but will be required to obtain insurance for all exposures.

Nothing contained herein shall convey or imply an exclusive right of operation by any such commercial aeronautical entity. The City reserves the right to consider any and all other type services and activities not otherwise described herein as a SASO.

A SASO may sublet from a FBO or another SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial entity on FBMA. See Section 1.07 regarding subleasing.

4.02 SASO – AIRCRAFT MAINTENANCE AND REPAIR SERVICES (Airframe, Power Plant, Propeller, Radios, Instruments, and Accessories)

An aircraft maintenance and repair services SASO engages in a business capable of providing a service, or combination of services which otherwise may require FAA certification for the repair of aircraft airframe (major and minor), power plant, propellers, radios, instruments, and accessories for general aviation aircraft. This category shall also include the nonexclusive sale of aircraft parts and accessories. A SASO in this category may provide full service maintenance and repair services, individual services, or a combination of services. Usually this type of repair is performed on the aircraft, although it may also include bench repair of items removed from an aircraft that are intended for replacement on that aircraft.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall include properly lighted, air conditioned, and heated office space, storage, and restroom area. Also provide telephone availability.
4. Any shop area and/or equipment and parts storage area provided shall be properly ventilated.
5. Shall possess and maintain all licenses and/or certificates as may be required by the FAA, Federal Communications Commission (FCC), or other appropriate agency which are applicable to the operation or services contemplated.

6. Shall employ and have on duty during operating hours trained personnel in such numbers as may be required to meet these Minimum Standards in a safe and efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds a mechanic certificate or an inspection authorization.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring the SASO services.
8. At the SASO discretion, but strongly encouraged, provide on-call emergency service capability.
9. Shall conduct all maintenance operations in accordance with applicable Airport Rules and Regulations, National Fire Protection Association requirements, and other applicable safety regulations.
10. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.03 SASO – AIRCRAFT COMPONENT AND SUPPORT SERVICES (ancillary aircraft ground services such as aircraft stripping/painting, aircraft salvage, refurbishing, upholstery)

An aircraft component and support services SASO engages in the business of aircraft support services such as aircraft painting, aircraft salvage, refurbishing, upholstery, and similar aircraft components and support services. This category of commercial aeronautical operator also includes the nonexclusive sale of new and/or used components described above.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall include properly lighted, air-conditioned, and heated office space, storage, and restroom area. Also provide telephone availability.
4. Any shop area and/or equipment and parts storage area provided shall be properly ventilated.
5. Shall possess and maintain all licenses and/or certificates as may be required by the FAA, or other appropriate agency which are applicable to the operation or services contemplated.
6. Shall employ and have on duty during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but never less than one person currently certificated as a FAA rated repairman or inspector as appropriate to the services to be offered.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. Any stripping/painting provided must be with a proper spray booth and comply with all federal, state, and local regulations pertaining thereto.
9. Shall conduct all maintenance operations in accordance with applicable Airport Rules and Regulations, National Fire Protection Association requirements, and other applicable safety regulations.
10. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.04 SASO – FLIGHT TRAINING

A flight training SASO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, classroom or suitable accommodation for proper ground school instruction, storage, and public restroom. Also provide telephone availability.
4. Shall have available for use in flight training, either owned or leased by and under exclusive control of the SASO not less than one aircraft properly equipped and maintained, and FAA certified for flight instruction.
5. Shall have in its employ or under contract, and on duty as required during operating hours, currently FAA certificated instructor pilots and ground instructors in sufficient numbers as may be required, but never less than one instructor/pilot, to meet the demands of the number of students expected to be engaged in such flight training.
6. Shall provide suitable space equipped with adequate audio and visual aids for effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the type training offered.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.05 SASO – AIRCRAFT LEASE/RENTAL

An aircraft lease/rental SASO engages in the lease or rental of aircraft to the public for compensation.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide

telephone availability.

4. Provide, and at all times maintain not less than one aircraft, owned or leased by and under exclusive control of the SASO, properly equipped and maintained aircraft and FAA certified for rental.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot to provide demonstration and check rides for any aircraft it intends to lease or rent.
6. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.06 SASO – AIRCRAFT CHARTER AND AIR TAXI SERVICE

An aircraft charter and/or an air taxi service SASO engages in the business of providing air transportation of person and/or property, to the general public for hire, on demand, either on a charter basis or as an air taxi operator, as currently defined in the FAR Part 135 “Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons on Board Such Aircraft,” or as may be supplemented or amended from time to time.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.
4. Shall have and maintain during the term of the tenancy at FBMA, an air taxi license (refer to FAR Part 135) and shall operate in conformance with all appropriate FARs including but not limited to FAR Part 135 as amended.
5. Shall provide not less than one aircraft properly maintained and currently certified under FAR Part 135, either owned or under written lease to the SASO, all of which must meet the requirements of the FAA air taxi commercial operator certificate held by the SASO. Any multi-engine aircraft shall be certified for instrument operations.
6. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers to carry out services as may be required to meet the Minimum Standards in a safe and efficient manner, but never less than one person who hold current FAA commercial pilot certificate with appropriate ratings to permit the flight activity offered by the SASO. All flight crews shall be properly rated for the aircraft operated. Shall provide dispatch capability within six hours of a customer request.
7. Employ one person with experience and ability to provide charter quotes, schedule and dispatch support, and customer service.
8. Make satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing, ground transportation, etc.
9. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the

SASO services.

10. Charter and non-scheduled air taxi companies, not regularly based at FBMA, but who are providing service to and from FBMA, are not subject to these Minimum Standards, but must comply with the Airport Rules and Regulations.
11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.07 SASO – AIRCRAFT SALES (NEW AND/OR USED)

An aircraft sales SASO engages in the sale of new and/or used aircraft through brokerage, ownership, franchise, or licensed dealership or distributorship, either on a retail or wholesale basis, of an aircraft manufacturer or otherwise, and provides or provides access to such repair, services, and parts, as may be contractually required, to meet any guarantee or warranty on new and/or used aircraft sold by it.

- A. **NEW AIRCRAFT SALES:** An aircraft sales SASO engages in the sale of new aircraft through franchises or licensed dealerships, if required by local, county, or state authority, or distributorship, either on a retail or wholesale basis, of an aircraft manufacturer or used aircraft.
- B. **USED AIRCRAFT SALES:** Many companies engage in the purchasing and selling of used aircraft. This is accomplished through various methods including matching potential purchasers with an aircraft, i.e. brokering, assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, storage, and public restroom. Also provide telephone availability.
4. A dealer of new aircraft shall hold an authorized factory sales or distributor franchise or sub-dealership. All aircraft dealers shall hold applicable licenses or permits that may be required by any law or regulation.
5. A dealer of new aircraft shall have available or on-call at least one current FAA certificated and airworthy model demonstrator for the aircraft in its authorized product line. A new aircraft dealer shall be able to provide for demonstration of additional models of the manufacturer for which a dealership is held.
6. Dealers of used aircraft shall have reasonable access to aircraft offered for sale for purpose of demonstration.
7. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, or be able to obtain within eight hours of a request a fully qualified pilot for the aircraft to be demonstrated.
8. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
9. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.08 SASO - AIRCRAFT HANGAR STORAGE

An aircraft hangar storage SASO engages in the rental of space within conventional, open-bay, bulk hangars for the temporary or long-term parking or storage of aircraft.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including a restroom and properly sized paved aircraft apron.
3. May provide properly lighted, air-conditioned, and heated office space(s).
4. Shall have his facilities available for the tenant's aircraft removal and storage on a continuous basis.
5. Shall determine which party is responsible for the tenant's aircraft removal and storage on a continuing basis.
6. Shall employ trained personnel to meet all requirements for the storage of aircraft with appropriate equipment and on site during all aircraft operations.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.09 SASO – AIRCRAFT MANAGEMENT SERVICES

An aircraft management service SASO engages in the operational management of based aircraft for specific aircraft owners. Typically, an aircraft management service operator ensures or provides aircraft maintenance coordination, storage, dispatch, aircrew assignment, and ground servicing for these aircraft. An aircraft management service SASO may choose not to own or exclusively lease the aircraft to be managed and would therefore be prohibited from self-fueling such aircraft. Copies of management services agreements between the aircraft owner and the SASO must be furnished to the City.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.
4. Shall provide and have based upon its leasehold properly certificated and maintained aircraft.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers to carry out services as may be required to meet the Minimum Standards in a safe and efficient manner, and all pilots must hold current FAA commercial pilot certificates with appropriate ratings to permit the flight activity offered by the SASO. All flight crews shall be properly rated for the aircraft operated. The SASO shall provide reasonable assurance of the continued availability of qualified operating crews within

- a reasonable notice period.
6. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
 7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.10 SASO – SPECIALIZED COMMERCIAL FLYING SERVICES

A specialized commercial flying service SASO engages in air transportation for hire for the purpose of providing the use of aircraft for activities including, but not limited to the following:

1. Nonstop sightseeing flights that begin and end at the same airport within a 25-mile radius of the airport.
2. Crop-dusting, seeding, spraying, bird chasing, fish spotting, etc.
3. Banner towing and aerial advertising.
4. Aerial photography, mapping, or survey.
5. Aerial fire fighting.
6. Power line or pipeline patrol.
7. Airborne mineral exploration.
8. Aerial ambulance.
9. Any other operations specifically excluded from FAR Part 135.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including restroom and properly sized paved aircraft apron.
3. May provide properly lighted, air-conditioned, and heated office space.
4. Shall provide and have based on its premises, owned or leased by and under exclusive control of the SASO, a minimum of one airworthy aircraft, suitably equipped for, and meeting all the requirements of the FAA and applicable regulations of the State of Florida with respect to the type of operations to be performed.
5. Shall provide evidence of all applicable FAA and other government agency certificates for services being provided.
6. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. In the case of crop-dusting or aerial application, the SASO shall make suitable arrangements and have such space available in its leased area for the safe loading and unloading and storage and containment of noxious chemical materials and that it is properly licensed by the Florida Department of Agriculture for aerial application in the State of Florida.
8. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

NOTE: With prior permission of the City, some requirements above may be satisfied by a sublease of such space from an existing SASO or FBO or through an aeronautical operator agreement for existing

facilities, if available, from the City. See Section 1.07 regarding subleasing.

4.11 SASO – INDEPENDENT AERONAUTICAL OPERATOR

An independent aeronautical operator SASO requires the use of an aircraft to conduct its commercial aeronautical activity at FBMA, however, the independent aeronautical operator does not have commercial tenancy on FBMA. This SASO provides a single-service aeronautical activity on FBMA and may include, but is not limited to, sightseeing; flight instruction; aerial advertising; aerial photography, mapping, or survey; power line or pipeline patrol; firefighting or fire patrol; fish spotting; airborne mineral exploration; aerial ambulance; aircraft broker/dealer; aircraft rental; aircraft charter.

The City recognizes that certain commercial aeronautical operations do not always interface directly with the public and, therefore, do not necessarily require public facilities to satisfactorily conduct business. In some cases the only FBMA requirement is access to the airport or a tie down space since all other activities of the business are normally conducted off the airport. Such a provider must obtain an annual Airport Operating Permit from the City to conduct such business on FBMA. In no case shall a City owned t-hangar or bulk row storage hangar be used to operate a commercial operation on FBMA. However a properly permitted independent aeronautical operator SASO may use such hangar for aircraft storage only. An independent aeronautical operator SASO may also sublet from a FBO or SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial operation on FBMA. See Section 1.07 regarding subleasing.

A person holding a current FAA flight instructor certificate, who gives occasional flight instruction (does not advertise or proactively make available flight instruction) to an aircraft owner in the aircraft owner's aircraft, shall not be deemed a commercial aeronautical operator.

Minimum Standards:

1. Except as otherwise noted previously herein, this SASO shall have a permit or agreement with the City of Fernandina Beach for the privilege to operate their commercial aeronautical activity on FBMA. Such agreement is in addition to any possible subtenant status to another SASO or FBO.
2. Shall provide equipment and services required to meet the Minimum Standards as herein described elsewhere in Section 4 for the category of aeronautical activity the SASO is performing.
3. Shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except multiple uses can be made of all aircraft owned or under lease by the SASO.
4. Shall provide evidence of all applicable FAA or other government agency certificates for the services being provided.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.
6. For any SASO who do not post regular operating hours shall provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.12 SASO – INDEPENDENT SERVICE PROVIDER

An independent service provider SASO is a person or entity on FBMA that does not require an aircraft and does not operate from owned or leased property on FBMA. Examples of independent service

provider include but are not limited to: certified mechanics and inspectors, aircraft detailers, prop balancing, and oil recyclers.

The City recognizes that certain commercial aeronautical operations do not always interface directly with the public and, therefore, do not necessarily require public facilities to satisfactorily conduct business. In some cases the only FBMA requirement is access to the airport to conduct its commercial aeronautical business. Such a provider must obtain an annual Airport Operating Permit from the City to conduct such business upon FBMA. A properly permitted independent service provider may also sublet from a FBO or SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial operation on FBMA.

Minimum Standards:

1. Except as otherwise noted previously herein, this SASO shall have a permit or agreement with the City of Fernandina Beach for the privilege to operate their commercial activity on FBMA. Such agreement is in addition to any possible subtenant status to another SASO or FBO.
2. Shall provide evidence of all applicable FAA or other government agency certificates for the services being provided.
3. Shall provide sufficient qualified personnel necessary to meet the Minimum Standards for each aeronautical service provided. However, multiple responsibilities may be assigned to employees where feasible.
4. For any SASO who do not post regular operating hours shall provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
5. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.13 SASO – COMMERCIAL PARACHUTING AND SKYDIVING

A commercial parachuting and skydiving SASO engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment.

Minimum Standards

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, classroom or suitable accommodation for proper ground school instruction, storage, and public restroom. Also provide telephone availability. Also within the hangar or building should be an area for parachute rigging.
4. The commercial aeronautical operator shall meet or exceed the Basic Safety Requirements (BSR) of the United States Parachute Association (USPA), FAR Part 105 "Parachute Operations," and related FAA Advisory Circulars.
5. Shall provide suitable space equipped with adequate audio and visual aids for effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the type training offered.
6. Shall have available for skydiving, either owned or under written lease to the SASO, at least one properly certificated and equipped aircraft for skydiving.
7. Hours of operation will be at the discretion of the SASO but shall only be daylight hours.
8. Shall have in its employ or under contract and on duty as required during operating hours

trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.

9. Shall have one appropriately rated jumpmaster.
10. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.14 FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, flying clubs are permitted at FBMA but are subject to these Minimum Standards, the Airport Rules and Regulations, federal, state, and local laws and regulations, and other restrictions as may be set forth in an operating agreement. A flying club qualifies as an individual under the FAA grant assurances. As such, a flying club has the right to fuel and maintain the aircraft of its members. All flying clubs desiring to base their aircraft and operate on FBMA must comply with the applicable provisions of these standards and requirements. However, they shall be exempt from regular commercial aeronautical operator requirements upon satisfactory fulfillment of the following:

Minimum Standards:

1. Shall lease existing property or lease sufficient land area, as approved by the City, to provide all buildings, aircraft parking, paved ramp area, and parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized aircraft apron. Apron shall have tie-down capability for all non-hangared aircraft capable of being tied down.
3. A flying club shall be a non-profit or not-for-profit entity (corporation, association, or partnership) organized for the express purpose of providing its members with one or more aircraft for their personal use and enjoyment only. The lease or ownership of the aircraft(s) must be vested in the name of the flying club, or owned on a pro rata basis by all of its members. The property rights of the members of the flying club shall be equal and no part of the net earnings of the flying club will inure to the benefit of any member in any form, such as salaries, bonuses, etc. The flying club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, and replacement of its aircraft, facilities, and overhead, if any.
4. Flying clubs may not offer or conduct charter and/or air taxi services, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members owning the aircraft, and only members of the flying club may operate the aircraft. Instruction may be given by a certified instructor member of the flying club or a SASO or FBO based on FBMA authorized to provide flight training. Any properly licensed mechanic who is a regular member of the flying club, or a SASO or a FBO based on FBMA authorized to provide maintenance, is permitted to perform maintenance on aircraft owned by the flying club.
5. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than to a member of such flying club, except that a flying club may sell or exchange its capital equipment for replacement.
6. The flying club shall furnish the Airport Manager a copy of its charter and by-laws, articles of incorporation, association, partnership agreement, or other documentation supporting its existence; evidence of the club's status as a nonprofit organization; roster or list of members,

including names of officers and directors, to be revised on an annual basis; evidence of insurance in the amounts determined by the City; number and type of aircraft; evidence that all aircraft are properly certificated; evidence that ownership of the aircraft to be used are vested in the club; and the operating rules of the club. The books and records of the club shall be available for review at any reasonable time by the City.

7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

Appendix A - Definitions

- **Aeronautical Activity** – Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

- **Agreement (or Lease)** – A written contract between the City of Fernandina Beach and an entity or person to occupy, use, and/or develop land and/or improvements and engage in aeronautical activity. Such contract shall recite the terms and conditions under which the activity will be conducted at the airport including, but not limited to, term of the agreement, rents, fees, and charges to be paid by the entity or person, and the rights and obligations of the respective parties.

- **Aircraft** – Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in air. Examples of aircraft include, but are not limited to, airplane, glider, rotorcraft (helicopter or gyroplane), balloon, blimp, and ultralight.

- **Aircraft Maintenance** – The inspection, overhaul, repair, preservation, and the replacement of parts. Major repairs include major alterations to the airframe, power plant, and propeller as defined in 14 CFR Part 43 Maintenance, Preventive Maintenance, Rebuilding, and Alteration. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft and their accessories.

- **Airport** – All land within the legal boundaries of Fernandina Beach Municipal Airport, owned by the City of Fernandina Beach.

- **Airport Layout Plan (ALP)** – A drawing depicting the physical layout of the airport that identifies the location and configuration of runways, taxiways, buildings, hangars, roadways, utilities, nav aids, etc.

- **Airport Manager** – The individual appointed and authorized by the City of Fernandina Beach to administer and manage all operations of the airport and airport facilities.

- **Airport Operating Permit** – An administrative approval issued by the City of Fernandina Beach (normally not exceeding annually) to a person or entity to conduct an aeronautical or commercial aeronautical activity on the airport.

- **Airport Rules and Regulations** – Rules and Regulations of the airport, properly adopted by Resolution of the City Commission of the City of Fernandina Beach, as may be amended from time to time.

- **Apron (or Ramp)** – A defined area of an airport intended to accommodate aircraft for the purposes of loading and unloading passengers or cargo, refueling, parking, or maintenance.

- **City** – The City of Fernandina Beach, located in Nassau County, Florida

- **Commercial Aeronautical Activity** – An activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport and the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

- Commercial Aeronautical Operator – An entity engaging in an activity which involves, compliments, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished. A commercial aeronautical operator may be classified as either a Fixed Base Operator (FBO) or a Specialized Aviation Services Operation (SASO).
- Entity – A person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.
- FAA (Federal Aviation Administration) – The federal agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- FAR (Federal Aviation Regulation) – The federal government rules and regulations governing aviation activity under Code of Federal Regulations – Title 14 Aeronautics and Space.
- Fixed Base Operator (FBO) – A commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction, etc.
- Flight Training – Any primary use of an aircraft to increase or maintain pilot or crewmember proficiency, rather than the use of an aircraft as transportation between two different airports or other destinations. Flight training shall also include any portion of a flight between two airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.
- Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.
- Lessee – An entity that has entered into an agreement with the City of Fernandina Beach to occupy, use, and/or develop land and/or improvements and engage in aeronautical or commercial aeronautical activities.
- Master Plan – An assembly of appropriate documents and drawings covering the development of the airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City Commission, a copy of which is on file and available for inspection in the Airport Manager's office and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.
- Minimum Standards for Commercial Activity (Minimum Standards) – The qualifications, criteria, and standards established by the City of Fernandina Beach as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the airport.
- Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- Regulatory Measures – Federal, state, county, city, and airport laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.
- Repair Station – A certificated aircraft maintenance facility approved by the FAA to perform certain specific maintenance functions. These facilities are certificated under 14 CFR Part 145 "Repair Stations."
- Self-Service – Refers to the refueling, repair, preventative maintenance, towing, adjustment, cleaning, and/or other general services of any aircraft performed by the aircraft owner, or by such direct employee(s) of an aircraft owner with resources supplied by the aircraft owner.
- Shall (or will or must) – These words are always mandatory.
- Specialized Aviation Service Operation (SASO) – A commercial aeronautical entity that offers a single or limited service. These types of companies differ from a FBO in that they typically offer only a specialized aeronautical such as aircraft sales, flight training, aircraft maintenance, aircraft rental, or avionics services for example.
- Subcontract – A written agreement stating the terms and conditions under which a third party

Fernandina Beach Municipal Airport Minimum Standards

person renders aeronautical services or materials on the airport necessary for the performance of another contract at the airport.

- **Sublease** – A written agreement stating the terms and conditions under which a third party person leases space from a Lessee on the airport for the purpose of providing aeronautical services at the airport.
- **Through the Fence** – The right to have direct access to the airport from private property located contiguous to the airport whereby aircraft located on the private property has direct access to the airport's runway and taxiway system.

Appendix B – Insurance Requirements for Commercial Aeronautical Operators

Minimum Standard Insurance Requirements													Appendix B	
Category >>> Insurance Requirement v v v	Fixed Base Operator	Aircraft Maintenance & Repair Services	Aircraft Component & Support Services	Flight Training	Aircraft Lease/Rental	Aircraft Charter & Air Taxi Services	Aircraft Sales (New and/or Used)	Aircraft Hangar Storage	Aircraft Management Services	Specialized Commercial Flying Services	Independent Aeronautical Operator	Independent Service Provider	Commercial Parachuting & Skydiving	Flying Club
Airport Liability with Combined Single Limit (CSL) including Premise Liability NOTE 1	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$100,000/ \$300,000 NOTE 5	\$1,000,000	\$1,000,000
Aircraft Liability with Combined Single Limit (CSL) including Bodily Injury & Property Damage and per Passenger Sub-limits ≥\$100,000 NOTE 1	\$1,000,000	\$1,000,000 NOTE 2	\$1,000,000 NOTE 2	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 NOTE 2	\$1,000,000 NOTE 2	\$1,000,000	\$1,000,000		\$1,000,000	\$1,000,000
Hangar Keeper's Liability	\$1,000,000 per occurrence	\$500,000 per occurrence	\$500,000 per occurrence	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2		\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2
Comprehensive Business Auto Liability with Combined Single Limit (CSL) including Hired and Non-owned	\$1,000,000 per occurrence	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence	
Workers Compensation and Employers Liability	Statutory Limits as required by Florida law NOTE 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3
Pollution Liability with a Combined Single Limit (CSL)	\$1,000,000													
Student and Renter's Liability	If Applicable			YES	YES						If Applicable		YES NOTE 4	If Applicable

NOTE 1: Airport Liability (including Premises), Hangar Keeper's Liability, and Auto Liability can be covered as part of the Aircraft Liability Policy

NOTE 2: As applicable

NOTE 3: Employers Liability shall be not less than \$100,000 bodily injury by accident, \$100,000 bodily injury by disease, each employee and \$500,000 per occurrence

NOTE 4: Also include individual jumper liability insurance

NOTE 5: Insurance requirement is \$100,000 except for those providers that do actual maintenance on the aircraft which has a \$300,000 insurance requirement

EXHIBIT E

FERNANDINA BEACH MUNICIPAL AIRPORT

AIRPORT RULES AND REGULATIONS

Initial Adoption October 1, 1987

Amended July 17, 2007

Amended August 21, 2007

Amended September 2, 2008

Amended December 7, 2010

Prepared By:

City of Fernandina Beach

700 Airport Road

Fernandina Beach, Florida 32034

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Introduction

Fernandina Beach Municipal Airport (FBMA-FHB) is municipally owned and operated by the City of Fernandina Beach, Florida as a General Aviation Reliever Airport. These Airport Rules and Regulations (R&R) are intended to promote the health, safety, interest, and welfare of the public in general and in particular the operators, lessees, tenants, consumers, and users of FBMA, and to promote the safe, orderly, and efficient use of the Airport.

These R&R apply to all users, aeronautical and otherwise, of FBMA property, are not all-inclusive, and reinforce and emphasize federal, state, and local statutes, laws, ordinances, and regulations as well as leases and agreements that may apply (see Appendix A - References). In addition the content of Appendixes A and B attached hereto and made a part hereof shall be adhered to by all users of FBMA. In the event of a conflict between these R&R and a lease or other agreement, the lease or other agreement shall govern. Individual Airport users must adhere to the applicable provisions of these R&R and its attached Appendices, as well as any applicable leases and agreements, and all pertinent federal, state, and local statutes, laws, ordinances, and regulations that may be applicable to their operations.

Violations of the R&R may result in revocation of Airport access privileges, denial of use of the Airport, termination of leases or other agreements, and/or prosecution under applicable laws. Perpetration of violation(s) shall be considered as a factor in renewing or not renewing a violator's application or permit/lease renewal. Use of Airport property without approval or in conflict with these R&R is considered a trespass. Nothing in these R&R is intended to preclude any authorized City personnel from taking other action authorized by law. Section 6 of these R&R provides an appeal process to be followed in the event a user of the Airport is aggrieved by the interpretation and application of the R&R.

These R&R may be amended as required, however, every three years an updated revision should be published.

Section 1 – General

1.01 COMPLIANCE AND RESPONSIBILITIES:

- a. By publication of these R&R, all persons based at FBMA will be deemed to have knowledge of the contents herein. Copies of these R&R will be distributed to all tenants and leaseholders, posted at the Airport, and available through the Airport Manager's office.
- b. Entry upon/into the Airport by any person shall be deemed to constitute an agreement by such person to comply with and be governed by these R&R. All persons employed on or using the Airport shall cooperate with the Airport Manager or his designated representatives to enforce these R&R.
- c. Airport tenants/leaseholders shall be responsible for compliance with all requirements of these R&R applicable to them for their exclusive areas and they shall be held liable for any fines, penalties, or other monetary assessments imposed upon the City by any agency having jurisdiction with respect to any violations involving these areas. Any user, who by their intentional or unintentional action or activity, cause the City to be fined, cited, sued, or charged unnecessary fees/fines, will be responsible for reimbursement of said fines/fees upon demand to the City.
- d. Any permission granted by the Airport Manager or the City under these R&R is conditioned upon the payment of any and all applicable fees and charges established by the City.
- e. Voiding of any particular rule or regulation contained herein shall not affect the validity of the remainder of these regulations.

1.02 EMERGENCY PROCEDURES AND DIRECTIVES:

- a. Under emergency conditions, e.g., a natural disaster, the Airport Manager, or designated representative, is empowered to suspend these R&R, or any part thereof, including ordering persons to leave the Airport or portions of the Airport and prevent access to such areas for such time as may be necessary, and to issue such directives and take such actions as is necessary to protect life and property and ensure the safe operation of the Airport. Such directives and actions have the full power of regulation as long as the emergency exists.
- b. In the event of an extreme threat, condition, or event the Airport Manager shall have, in his discretion, the authority to close the Airport in its entirety or any portion thereof to air traffic, to prohibit aircraft landing and/or taking off, and may delay or restrict any flight or other aircraft operation.
- c. The Airport Manager may also, in his discretion, temporarily close the Airport due to periods of adverse climatic conditions when such action is considered necessary and desirable to avoid endangering persons or property.
- d. Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage incurred by any operator, lessee, or any other entity.

1.03 LIABILITY:

- a. The City shall not be responsible for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, war, acts of terrorism, or act of God, nor shall the City be liable for injury to persons while on the Airport.
- b. The City, City Commission, Airport, and the Airport Manager, individually and collectively, and their representatives, officers, employees, agents, and volunteers shall be held harmless and shall not be liable for loss, loss of use, damage, or injury to persons or property arising out of any accident, incident, or mishap of any nature whatsoever, or from any cause whatsoever to any individual, aircraft or property occurring on or from the Airport or in the use of any facility situated on Airport property.

1.04 FACILITIES AND PROPERTY:

- a. Operational deficiencies regarding buildings, structures, equipment, utilities, or other property owned by the City shall be reported to the Airport Manager so that repairs, as necessary, may be made in a timely manner.
- b. No person shall alter, add to, or erect any building or sign on the Airport or make any excavation on the Airport without prior written approval of the City.
- c. Any person causing, or responsible for damage to or destruction of Airport property of any kind, including facilities, equipment, real property, fixtures or appurtenances, shall be required to pay the City for the full amount of said damage. Any such damage shall be immediately reported to the Airport Manager.

1.05 OTHER LAWS:

All applicable provisions of Federal Aviation Regulations (FAR), federal, state, and local regulations, laws, statutes, and/or ordinances now in existence or hereafter promulgated are hereby adopted as part of the R&R for FBMA.

1.06 USE AND ENJOYMENT OF AIRPORT PREMISES:

- a. All FBMA users are required to abide by applicable federal, state, and local statutes and ordinances regarding personal conduct on Airport property.
- b. Any person who causes injury to any person or damages equipment or property on the Airport shall be liable for such injuries and/or damages.
- c. All commercial activities shall be conducted in accordance with the FBMA Minimum Standards for Commercial Activities (Minimum Standards).

- d. No person may throw, shoot, or propel any object nor shine a light or laser in such a manner as to interfere with or endanger the safe operation of any aircraft taking off from, landing at, or operating on the Airport or any vehicle operating on the Airport.

1.07 ENTRY UPON AND USE OF AIRPORT:

- a. Entry into FBMA property shall be through designated gates.
- b. All FBMA users shall observe and obey all posted signs, fences, and barricades regarding activities and demeanor while on the Airport.
- c. Use of any FBMA facility for other than authorized purposes is prohibited.
- d. Nothing herein contained shall be construed to limit the use of any area of the Airport by its employees, approved contractors, or to prevent law enforcement or fire department personnel from acting in their official capacity.
- e. No person, except representatives of the press on duty or during official announcements, shall take still, motion, or sound pictures for commercial purposes on non-leasehold Airport property without first obtaining written permission of the Airport Manager.
- f. No camping is permitted on FBMA without written permission of the Airport Manager.

1.08 ACCESS TO THE AIRPORT OPERATIONS AREA:

- a. No person may, without authorization of the Airport Manager, enter the FBMA Airport Operations Area (AOA) except:
 - 1. Persons under the direct supervision of a tenant or leaseholder
 - 2. Persons or entities and their employees performing aeronautical activities
 - 3. Passengers, under appropriate supervision, who enter for the purpose of enplaning or deplaning an aircraft
 - 4. Visitors to Fixed Base Operations (FBO)
 - 5. Emergency vehicles
- b. Except for entry/exit, all ground vehicle gates will be secured. Vehicle operators using an Airport perimeter gate shall ensure the gate closes prior to leaving the vicinity; additionally, should a vehicle operator observe any suspicious vehicles or persons gain (or attempt to gain) access to the airside, they shall notify law enforcement immediately.
- c. Persons who have been provided an Airport access device or access code for the purpose of obtaining access to the AOA shall use only Airport issued devices and shall not duplicate or otherwise distribute or disseminate the same to any other person unless the Airport Manager provides written permission.
- d. No person shall walk or drive on taxiways or runways without written authorization from the Airport Manager.
- e. It shall be the responsibility of a tenant, lessee, or contractor to restrict persons or vehicles to their exclusive use area or leasehold and to establish operating procedures for them, reviewed by the Airport Manager for appropriateness.
- f. No one under 16 years of age will be allowed to enter the AOA except under the direct supervision of an adult or unless visiting an FBO.
- g. No person shall assist an unauthorized individual in accessing the AOA.

1.09 ANIMALS:

- a. Animals, including service animals, are permitted on Airport property only when under the control of their owners/handlers; any waste must be properly collected and removed by the animal's owner/handler
- b. No person shall commit any act to encourage the congregation of birds or other animals on the Airport.

1.10 CARGO, MATERIAL STORAGE, AND ABANDONED PROPERTY:

- a. Unless otherwise provided for by lease or other contractual agreement, no person, firm, partnership, or corporation, shall use any area of the Airport, including buildings, either

- privately owned or publicly owned, for the storage of non-aeronautical related cargo, equipment, or any other property without written permission of the Airport Manager.
- b. Any property, aircraft, or vehicle, determined by the Airport Manager to be abandoned, disabled, or which creates an operations problem, nuisance, security or safety hazard, or which otherwise is placed in an illegal, improper, or unauthorized manner, will be removed, stored, and/or disposed of at the owner's expense. The City shall not be liable for any damage to the property or loss or diminution of value that may be caused by the act of removal.

1.11 FIREARMS AND WEAPONS:

Firearms are allowed on FBMA only as permitted by state and federal statutes.

1.12 ADVERTISING, COMMERCIAL SPEECH, AND SIGNAGE:

- a. No person shall post, circulate, distribute, or display written or printed materials or signs on Airport property or facilities or on motor vehicles and aircraft without prior written permission from the Airport Manager. However persons approved to be on Airport property may use vehicles on Airport property that display advertising, pictures, or written material.
- b. Airport entry signage or signage in public areas of the Airport must meet specifications of City codes and be approved by the Airport Manager.

Section 2 – Aeronautical Operations

2.01 COMPLIANCE WITH ORDERS:

All aeronautical activities at FBMA shall be conducted in compliance with applicable FARs, federal and Florida statutes, and local ordinances, these Rules and Regulations, Minimum Standards, and directives/resolutions, as currently written or as may be amended from time to time.

2.02 HOLD HARMLESS:

The aircraft owner, pilot, agent, or his or her duly authorized representative agrees to release, discharge and hold harmless the City, its City Commission, the Airport, and its employees of and from liability for any damage which may be suffered by any aircraft and its equipment, and for personal injury or death. The use of the AOA and related facilities shall constitute acceptance of the terms of this provision, these R&R and other Airport procedures and operating directives.

2.03 NEGLIGENT OPERATIONS PROHIBITED:

- a. Aircraft operators shall not land; take off; taxi; or park an aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the aircraft. It shall be the aircraft owner's responsibility to repair any damage to the Airport's runways, taxiways, or aprons caused by excessive aircraft weight loading.
- b. No person shall operate any equipment or device on the Airport that will interfere with any aircraft radio communication frequency or any aircraft navigational aid.

2.04 AIRCRAFT ACCIDENTS/INCIDENTS, AIRWORTHY, DISABLED, AND DERELICT AIRCRAFT:

- a. The owner or operator of any aircraft involved in an accident or incident on the Airport, resulting in any injury or death or damage to property shall immediately notify the appropriate emergency response agencies, the Airport Manager, and other governmental agencies as applicable.
- b. The pilot or owner of an aircraft involved in an accident or incident shall be responsible for all costs associated with the accident or incident, including but not limited to, wreckage removal/disposal, environmental clean up, and repair or replacement of property.
- c. Disabled aircraft shall be removed from runways and/or taxiways as quickly as practicable.

- d. Disabled and derelict aircraft shall not be permitted on the tie-down or ramp areas unless in response to an emergency and with written approval of the Airport Manager.
- e. If the owner of an aircraft fails for any reason to remove a disabled or derelict aircraft from the Airport property as may be requested, the Airport Manager may cause the removal and storage or disposal of such disabled or derelict aircraft at the sole expense of the owner.

2.05 AIRPORT OPERATIONAL AREA RESTRICTIONS:

- a. Unless contrary to federal regulations and/or grant assurances, the City shall have the authority to designate or restrict the use of runways or other operational areas at the Airport with respect to, but not limited to, the following:
 - 1. Experimental Flights (Advance notification to Airport Manager of first flight);
 - 2. Equipment Demonstration;
 - 3. Air Shows;
 - 4. Parachute Operations;
 - 5. Banner Towing Operations (Permit required);
 - 6. Aircraft Type.
- b. No kites, model airplanes, rockets, tethered unmanned balloons, or other objects constituting a hazard to aircraft operations shall be operated on the Airport.

2.06 AIRCRAFT PARKING:

- a. No person shall use any area of the Airport for parking and/or storage of aircraft unless otherwise provided for in a lease or other agreement without the written permission of the Airport Manager. If any person uses unauthorized areas for aircraft parking, the aircraft may be removed by or at the direction of City, at the risk and expense of the owner, without liability for damage that may arise from or out of such removal or storage.
- b. No person shall leave an aircraft parked and unattended on the Airport unless it is in a hangar or properly locked and secured with either wheel chocks and/or tie-down ropes. Owners of such aircraft shall be held responsible for any damage resulting from failure to properly comply with this provision.
- c. Articles left in aircraft are the sole responsibility of the aircraft owner/operator. The City is not responsible for theft or vandalism of said articles.

2.07 STARTING AND RUNNING AIRCRAFT ENGINES:

- a. No aircraft engine will be started or operated inside or taxied from/into any hangar or under the roofline of a hangar, whether said hangar is enclosed or not. This shall not be construed as prohibiting the use of tractors, with National Fire Protection Association (NFPA) approved exhaust systems, when moving aircraft within any hangar.
- b. Starting an aircraft when there is any flammable liquid on the ground in the immediate vicinity is prohibited.
- c. No person may run an engine of an aircraft parked on the Airport in a manner that propeller or jet blast could cause injury to persons, damage to any other property, or in any way hinder the safe operation of the Airport. In no case will the operator of an aircraft block any runway, taxiway, or taxi lane while conducting any maintenance/repair run-up.
- d. No full power aircraft engine run-ups are authorized between 2200 and 0700 hours local for maintenance purposes without written approval of the Airport Manager.

2.08 AIRCRAFT OPERATIONS:

- a. All aircraft operations shall be conducted in accordance with published FARs.
- b. Aircraft operators will familiarize themselves with published local noise abatement guidelines.

2.09 REPAIRING AND MAINTAINING AIRCRAFT:

- a. Aircraft owners, under self-maintenance operations, are permitted to fuel, wash, repair, or otherwise service their owned based aircraft utilizing their own equipment and their own employees, as outlined in FAR Part 43 "Maintenance, Preventative Maintenance, Rebuilding and Alteration" and/or as identified in provisions of written agreement.
- b. Aircraft maintenance or repair is permitted only on paved areas of the Airport.
- c. No aircraft or aircraft component shall be suspended or lifted utilizing the building or any component of the building.

Section 3 – Fire, Safety and Environment

3.01 GENERAL:

- a. All persons using the Airport shall exercise the utmost care to guard against fire and injury to persons and property.
- b. All activities at FBMA shall comply with applicable state, local, and National Fire Protection Association (NFPA) codes and standards now in existence or hereafter promulgated and not in conflict with FARs. All applicable codes, standards, and recommended practices are hereby adopted by reference as part of the R&R of the Airport. In the event of conflict, Florida Statute 633 and NFPA codes and/or FARs shall prevail.
- c. Any fire causing damage, regardless of the size of the fire or whether or not the fire has been extinguished, shall be reported immediately to the Fernandina Beach Fire Department as well as the Airport Manager.

3.02 SMOKING:

Smoking or carrying lighted smoking materials or striking matches or other incendiary devices, such as lighters, are not permitted:

- a. Within 50 feet of parked aircraft and fuel carriers not in motion; within 100 feet of aircraft being fueled or de-fueled, a fuel storage facility, or a flammable liquid spill;
- b. In any area on the Airport where smoking is prohibited by the City or leaseholder by means of posted signs;
- c. In any hangar, shop, or other building in which flammable liquids are stored or used, except in cases where specifically approved smoking areas have been designated for that purpose.

3.03 FIRE EXTINGUISHERS:

- a. All tenants or lessees of hangars, aircraft maintenance buildings or shop facilities shall maintain a minimum of one readily accessible, operable fire extinguisher that shall conform to applicable NFPA standards. Current inspection tags shall be left attached to each unit.
- b. No person shall tamper with any fire extinguisher equipment at the Airport or use the same for any purpose other than fire fighting or fire prevention.

3.04 OPEN FLAME OPERATIONS:

- a. The use of any equipment employing open flames or sparks within any aircraft storage area is prohibited. This excludes open flames utilized by lessees and tenants in the performance of aircraft maintenance approved by agreement.
- b. Lead and carbon burning, fusion gas and electric welding, blow-torch work, engine testing, and all operations involving open flames shall be restricted to the repair shops. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.

3.05 STORAGE OF MATERIALS:

- a. No operator, tenant, or lessee on the Airport shall keep, store, stack, box, bag, or stock material or equipment in such a manner as to constitute a hazard to persons or property, obstructing any operation, littering, or in such a manner as to create any unsightly appearance.
- b. Storage of materials or equipment except for hoses attached to water spigots shall not be permitted outside buildings or hangars unless under approved sheds, within designated storage areas, or in designated parking areas.

3.06 HAZARDOUS WASTE AND MATERIALS:

- a. No person shall store, keep, handle, use, disperse, discharge, or transport at, in, or upon the Airport any hazardous materials in contravention of any regulatory measures.
- b. No more than five gallons of fuel in a container shall be stored in any building or structure on the Airport at any time. An approved fuel container shall be used at all times.
- c. All empty oil, paint, and varnish cans, bottles, or other containers shall be removed from the Airport in a timely manner and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, offices, shops, or other buildings and only those hazardous materials used in the maintenance of aircraft, engines, and components may be stored and utilized on the Airport.
- d. No person shall use volatile or flammable substances for cleaning hangar floors, hangars or other buildings on the Airport. Cleaning agents shall meet all federal, state, and local codes, regulations, and permit requirements.
- e. All persons on the Airport shall keep all premises, including floors, leased, or used by them, clean and clear of accumulation of oil, grease, and other flammable material and free of rags, waste materials, or other trash or rubbish or accumulated debris.
- f. Gasoline, oil, and solvent drums or receptacles shall not be stored within aircraft and/or vehicle operating areas nor be in excess of that required as current stock. Such materials shall be kept enclosed and covered in clearly marked and labeled housing.
- g. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit or suffer the Airport to be occupied or used in a manner offensive or objectionable to other users by reason of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business therein.
- h. No volatile substances such as fuels, grease, oil, dopes, acid, flammable liquids, solvents and other cleaning fluids, paints and contaminants of any kind, may be stored inside t-hangars, bulk hangar facilities, or other leased property from the City used for storage of aircraft unless included as part of a rental agreement or lease.
- i. All petroleum products, dopes, paints, solvents, acids, or any other hazardous waste shall be disposed of off the Airport and in compliance with all applicable regulatory measures and shall not be dumped or run into drains, on ramp aprons, catch basins, ditches, sewer systems, storm drains, or elsewhere on the Airport.
- j. No person shall store, keep, handle, use, dispose of, or transport at, in, or upon the Airport any Class A, Class B, or Class C explosives or Class A poison, as defined in the Federal Motor Carrier Safety Administration regulation for transportation of explosives and other dangerous articles, and other poisonous substances, solid, liquid, or gas, compressed gas, and/or radioactive article, substance, or material at such time or place or in such manner or condition that may, or may be likely, to unreasonably endanger persons or property.
- k. Cleaning of aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100⁰ F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA.

3.07 DOPING, SPRAY PAINTING, AND PAINT STRIPPING:

- a. No paint, varnish, or lacquer spraying of aircraft or motor vehicles is permitted inside any building or hangar on the Airport unless such facility was properly designed and constructed for such activity. Hand-held aerosol containers or a small air compressor powered automotive type touch up spray gun not to exceed 7 oz. capacity may be permitted for paint touchup, used outside and in a no wind situation, with the specific written approval of the Airport Manager.
- b. The use of “dope”, cellulose, nitrate, or cellulose acetate dissolved in volatile flammable solvents, within any hangar is prohibited.

3.08 SANITATION AND ENVIRONMENTAL POLLUTION:

- a. Each person while on Airport property shall conduct his/her activities so as to not cause litter, environmental pollution, or unsanitary conditions.
- b. No person shall unnecessarily or unreasonably or in violation of law, cause any smoke, dust, fumes, gaseous matter, or particulates to be emitted into the atmosphere or be carried by the atmosphere. Exceptions include normal emissions from internal combustion engines, jet engines, smoke from cigarettes, cigars, or pipes, or aircraft maintenance activities.
- c. Aircraft may not be washed with running water in hangars.
- d. Any person who experiences overflow or spillage of oil, grease, fuel, or similar contaminants anywhere on the Airport is responsible and shall take appropriate action in the control, containment, clean up, disposal, and rehabilitation of such hazardous spill. Failure to take appropriate action to clean the area shall result in the City providing the cleanup at the expense of the responsible party. If the responsibility for the spill cannot be promptly determined, the leaseholder will be held responsible for the clean up.
- e. Spills, such as, jet fuel, gasoline, fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol, and all similar chemicals that could be considered hazardous, that covers over 10 feet in any direction or is over 50 square feet in area, continues to flow or is otherwise a hazard to persons or property require notification to the Fernandina Beach Fire Department as well as to the Airport Manager. The spill shall be investigated to determine the cause, to determine whether emergency procedures were properly carried out, and to determine the necessary corrective measures.
- f. In the event of spillage, fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be promptly posted to the spill area.
- g. No garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind shall be placed, discharged, or deposited on the Airport, including cigarettes, cigars, and matches, except in receptacles specifically provided for such purpose.
- h. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind is prohibited. With prior written permission of the Airport Manager, Fire Department personnel may engage in training exercises that require controlled burning.
- i. Any person discarding chemicals, paints, oils, batteries, or any products, which may not be discarded in a routine manner, will adhere to all applicable federal, state, and local laws and regulations.
- j. No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquids, or contaminants of any kind shall be allowed to flow into or be placed in any Airport sanitary sewer system or storm drain system.
- k. No person shall dispose of any fill or building, discarded, or waste materials on Airport property except as approved in writing by the Airport Manager and appropriate City authorities.

3.09 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM:

- a. Extension lights and all portable and mobile lighting equipment used in and around aircraft hangars, shops, buildings, and other areas on or near combustible materials shall be explosion proof and meet NFPA standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.
- b. All power operated equipment or electrical devices including hangar interior lights shall be shut off when not in use.
- c. A low current, constant current/constant voltage, or demand type battery charger with a maximum short term output charge rate exceeding seven amps, or a continuous trickle charge rate exceeding two amps, may not be used when an aircraft is located inside or partially inside a hangar.

3.10 HEATING EQUIPMENT:

- a. All heating equipment and fuel burning appliances installed or used on FBMA shall comply with the requirements of the State of Florida and the Florida Fire Prevention Code.
- b. Space heaters may be utilized when attended in hangars so long as the heater has a clear radius of 10 feet from aircraft, or any other object, and fire prevention/safety measures are observed.

Section 4 – Fueling Operations

4.01 GENERAL:

- a. All fuel handled on the Airport shall be treated with due caution and prudent attention with regard to the rights and safety of others so as not to endanger, or likely to endanger, persons or property.
- b. All aircraft fueling operations, including self-fueling, shall be in accordance with NFPA 407 “Standards for Aircraft Fuel Servicing.”
- c. No aircraft shall be fueled or drained of fuel while within the confines of any building, hangar, or enclosed space.
- d. Fueling of aircraft is allowed only on paved surfaces.
- e. In accordance with FAA Order 5190.6B “Airports Compliance Handbook,” any person self-fueling with their own equipment requires authorization and permit from the Airport Manager confirming compliance with all orders, procedures, standards, and these R&R regarding fueling operations.
- f. Airport tenants involved in fueling operations, including those self-fueling, shall maintain an adequate supply of fuel absorbent materials readily available for use in the event of a fuel spill.
- g. No person shall engage in aircraft fueling or de-fueling without readily accessible, adequate, operational fire extinguishing equipment at the point of fueling.
- h. Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet from any terminal building, hangar, or service building.
- i. During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within 100 feet of such aircraft or vehicle.
- j. No aircraft shall be fueled or de-fueled while passengers are on board unless a passenger boarding device is in place at the cabin door of the aircraft, the door is open, and a flight crew member or ground person is at or near the cabin door.
- k. Fueling or de-fueling operations on the Airport shall not be conducted during periods of dangerous thunderstorm activity or if an electrical storm is observed within three statute miles of the Airport.
- l. Should a fire occur during the fueling of an aircraft, fueling shall be discontinued, all emergency valves and dome covers shall be shut down, and the Fire Department notified immediately.

- m. Any malfunction or irregularity detected on or within the aircraft being refueled or de-fueled shall be brought to the attention of the fueling operator immediately.

4.02 ENGINE OPERATIONS:

- a. No aircraft shall be fueled or de-fueled while one or more of its engines are running or is being warmed by external heat.
- b. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the aircraft.
- c. Combustion heaters on aircraft e.g., wing & tail surface heaters, integral cabin heaters, shall not be operated during fueling operations.

4.03 STATIC BONDING:

- a. Each hose, funnel, or apparatus used in fueling or de-fueling aircraft, including self-fueling, shall be maintained in good condition and be properly bonded.
- b. A conductive funnel shall be used to reduce the chance of spillage during fueling operations, when a hose with an approved nozzle is unavailable. When a funnel is used, it shall be kept in contact with the filler neck as well as the fueling nozzle spout during fueling operations.

4.04 LIABILITY:

- a. The fueling operator, tenant, or lessee shall be solely responsible for any violation incident to or in connection with fueling, storage facilities, equipment, operations, and training. The City assumes no liability or responsibility for violations of any applicable fueling requirements and procedures.
- b. The operator, tenant, or lessee shall reimburse the Airport for any fines, legal, or court costs, incurred by FBMA for such violations.

Section 5 – Motor Vehicles

5.01 GENERAL:

- a. All motor vehicles and their operators on the Airport shall comply fully with the State of Florida motor vehicle laws as amended, these R&R, and instructions issued by law enforcement personnel.
- b. Unless otherwise provided herein, the City shall have the authority to establish regulations regarding motor vehicle traffic and control on FBMA.
- c. The Airport Manager may tow, remove, or cause to be removed from the Airport any vehicle that is disabled, abandoned, and/or parked in violation of these R&R at the vehicle operator's risk and expense and without liability for damage that may result from such removal if the vehicle creates a safety hazard or interferes with Airport operations.
- d. Any person causing death or injury on the Airport or damage to Airport property as a result of a motor vehicle accident or incident shall report the accident or incident immediately to the Fernandina Beach Police Department as well as the Airport Manager. Such persons shall be responsible to the City for any damages to City property.
- e. Use of all-terrain vehicles, mini-bikes, go-carts, roller blades, roller skates, skateboards is not permitted on the Airport.
- f. Use of bicycles for transportation between buildings is permitted within hangar areas.

5.02 LICENSING AND INSURANCE:

- a. No person shall operate a motor vehicle or motorized ground equipment on the Airport without a valid operator's license appropriate for the vehicle being operated.
- b. All vehicles entering Airport property are required to have at least the minimum amount of insurance as required by State of Florida statutes.

5.03 VEHICLE OPERATIONS WITHIN AIRPORT OPERATIONS AREA:

- a. No person shall operate a motor vehicle of any kind on the Airport in a reckless manner, or in excess of the posted speed limit.
- b. Speed limits shall not exceed 10 mph on ramps, aprons, in aircraft parking or hangar areas, and other areas of the AOA unless posted.
- c. All motor vehicles on the Airport shall be operated on roadways or paved surfaces when traveling to/from/between aircraft parking areas, hangar areas, and tenant facilities.
- d. No motor vehicle shall be permitted on any portion of the AOA unless the Airport Manager has granted specific written permission to such vehicle's operator and such vehicle is utilized for, or in conjunction with, aeronautical activities.
- e. Pedestrians, aircraft, and emergency vehicles shall at all times have right of way over vehicular traffic.
- f. No person shall operate a motor vehicle in any hangar that is occupied by an aircraft on the Airport unless its exhaust is protected by screens and baffles pursuant to NFPA guidelines.
- g. No person shall park motorized ground equipment near any aircraft in such manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of emergency.
- h. No vehicle used for hauling trash, dirt, or any other materials shall be operated on the Airport unless such vehicle is constructed so as to prevent the contents from dropping, sifting, leaking, or otherwise escaping there from.

5.04 VEHICLES CROSSING TAXIWAYS AND RUNWAYS:

- a. All motor vehicles operating on or across taxiways or runways shall have a functioning two-way radio (capable of communicating on UNICOM) and an operating yellow rotating flashing beacon, except when under escort by a motor vehicle properly authorized and equipped. During an emergency, blue/red flashing lights are acceptable for law enforcement and fire and rescue vehicles.
- b. The installation of two-way radio and/or flashing beacon shall not be construed as license to operate a motor vehicle on the taxiways or runways without prior written permission of the Airport Manager.
- c. Motor vehicles permitted to operate on the Airport will not proceed closer than 250 feet from the centerline of the runways nor across any of the runways prior to visually clearing for aircraft taking off or landing.
- d. When parking adjacent to a runway, all motor vehicles must park at least 250 feet to the outside of the runway lights. Exceptions include operational, agricultural, and maintenance equipment engaged in working on runways.
- e. Construction-related motor vehicles required to enter or work within the AOA, will be marked with an approved orange and white-checkered flag for daytime operations or a yellow beacon for nighttime operations. Non two-way radio capable construction vehicles shall be escorted at all times while within the AOA by an Airport authorized vehicle or flagman equipped with two-way radio.

5.05 PARKING:

- a. Short-term (less than 24 hours) motor vehicle parking is available only in the unpaved vehicle parking lot on Airport Road. Long-term (more than 24 hours up to 30 days) parking may be permitted in the paved vehicle parking lot on Airport Road. Any ground vehicle improperly parked in the short term or long term public parking areas without written approval of the Airport Manager may be removed at the owner's expense.
- b. No person may park in such a manner to obstruct a parking lot lane, driveway, roadway, Airport access gate, walkway, crosswalk, fire lane, runway, taxiway, taxi lane, and/or obstruct access to hangars, parked aircraft, and/or parked vehicles or create a hazard nor in a manner, which could interfere with, or create a hazard for aircraft operations.

- c. No person shall use any public parking area to temporarily or permanently store any type of motor vehicle.
- d. Boats, jet skis, snowmobiles, dune buggies, any cars including race cars and antique cars, recreational vehicles, trailers, and like equipment may not be permanently parked or stored on FBMA, including within hangars, unless permitted by written agreement or with written permission of the Airport Manager.
- e. Attended vehicles shall be parked parallel to the t-hangar. One vehicle only may be parked inside a t-hangar when hangar is empty and aircraft is not on the Airport. Additional motor vehicles shall park in long-term parking or other designated areas.
- f. Bulk hangar tenants shall park their motor vehicles in designated areas at their hangar.

5.06 REPAIR OF VEHICLES:

No person shall clean or make any repairs to motor vehicles anywhere on the Airport; except as may be approved by the Airport Manager for minor repairs.

Section 6 – Conflict Resolution Process

6.01 VIOLATIONS:

The Airport Manager may issue verbal or written violation notices to any tenant or operator and agents or employees who, in his discretion, violates any part of these R&R.

6.02 APPEAL PROCESS:

- a. Anyone issued a written notice of violation who wishes to contest such issuance shall have ten (10) calendar days from such notice to provide a written statement to the Airport Manager explaining the occurrence and providing any other information or explanation concerning the alleged violation(s). The Airport Manager has ten (10) calendar days to respond to any request for review based upon information received from the alleged violator and, if applicable, may revise, amend, or rescind his original violation notice. However, should the Airport Manager, in his discretion, conclude that the alleged violation(s) poses a threat to the safety, health, and welfare of others, may temporarily revoke the violator's Airport privileges and/or temporarily suspend the Airport operations of the violator pending completion of such appeal.
- b. An alleged violator may file a written request of appeal to the City Manager within ten (10) calendar days of the Airport Manager's written decision. The City Manager, along with the City Attorney, and an appointee of the City Manager, who shall be a Department Director but not the Airport Manager, shall schedule a meeting to review and hear an appeal from the Airport Manager's decision. The Committee shall hear the appeal and have thirty (30) calendar days to issue a written opinion which shall be final and binding on the alleged violator.

Appendix A

REFERENCES

Code of Federal Regulations – Title 14 Aeronautics and Space – All Chapters, Current Edition
(commonly called Federal Aviation Regulations – FARs)

Code of Federal Regulations – Title 49 Transportation – Current Edition

Aeronautical Information Manual (AIM) - Current Edition

Chapters 1-10, Appendix 3 Abbreviations/Acronyms, Pilot/Controller Glossary

FAA Order 5190.6B – Airport Compliance Handbook

City of Fernandina Beach Code of Ordinances

Nassau County Code of Laws and Ordinances

State of Florida Statutes as applicable including:

Chapter 163 – Intergovernmental Programs

Chapters 329-333 – Aviation

Chapter 633 – Fire Prevention and Control

National Fire Prevention Association Codes as applicable including:

NFPA Code 403 – Standard for Aircraft Rescue and Firefighting Services at Airports

NFPA Code 407 – Standard for Aircraft Fuel Servicing

NFPA Code 409 – Standard on Aircraft Hangars

NFPA Code 410 – Standard on Aircraft Maintenance

NFPA Code 30 – Flammable and Combustible Liquids Code

State of Florida Administrative Code as applicable including:

Department 9 – Department of Community Affairs

Department 14 – Department of Transportation

Department 17 – Department of Environmental Regulation

Department 62 – Department of Environmental Protection

Fernandina Beach Municipal Airport Minimum Standards for Commercial Activities

Fernandina Beach Municipal Airport Noise Abatement Procedures

Aircraft Owners and Pilots Association (AOPA) - AOPA WATCH

Florida Department of Environmental Protection

State of Florida Aviation System Plan

State of Florida Department of Transportation, “Florida (Aviation) Guidelines”

Navy Helicopter Operations MOU

Local Operations MOUs

Appendix B

DEFINITIONS

The terms below shall have the following definitions for purposes of these R&R. All other terms not defined below and related to aeronautical practices, processes, and equipment shall be construed according to their general usage in the aviation industry.

- **Aeronautical Activity** – Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

- **Agency** – Any federal, state, or local government entity, unit, agency, organization, or authority.

- **Agreement (or Lease or Hangar Rental Agreement)** – A written contract between the City of Fernandina Beach and an entity or person to occupy, use, and/or develop land and/or improvements and engage in aeronautical activity. Such contract shall recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the agreement, rents, fees, and charges to be paid by the entity or person, and the rights and obligations of the respective parties.

- **Aircraft** – Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in air. Examples of aircraft include, but are not limited to, airplane, glider, rotorcraft, helicopter or gyroplane, balloon, blimp, and ultralight.

- **Airport** – All land within the legal boundaries of Fernandina Beach Municipal Airport, owned by the City of Fernandina Beach.

- **Airport Manager** – The individual appointed and authorized by the City of Fernandina Beach to administer and manage all operations of the Airport and Airport facilities.

- **Airport Rules and Regulations** – Rules and Regulations of the Airport, properly adopted by Resolution of the City Commission of the City of Fernandina Beach, as may be amended from time to time.

- **Airport Tenant (Tenant)** – Any person or entity based on the property of the Airport possessing an approved lease or agreement with the City; any person or entity with a sublease agreement with an entity based on the Airport possessing a lease or agreement with the City.

- **AOA (Airport Operations Area)** – The area of the Airport situated within the perimeter fence line, which is used primarily for aircraft parking, taxiing, refueling, landing, takeoff, or surface maneuvering.

- **Apron (or Ramp)** – A defined area of an Airport intended to accommodate aircraft for the purposes of loading and unloading passengers or cargo, refueling, parking, or maintenance.

- **City** – The City of Fernandina Beach located in Nassau County, Florida

- **Commercial Aeronautical Activity** – An activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport and the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

- **Emergency Vehicle** – Vehicle of the police or fire department, ambulance or any vehicle conveying an Airport official or Airport employee in response to an official alarm call.

- **Entity** – A person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.

Fernandina Beach Municipal Airport Rules and Regulations

- FAA (Federal Aviation Administration) – The federal agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- FAR (Federal Aviation Regulation) – The federal government rules and regulations governing aviation activity under Code of Federal Regulations – Title 14 Aeronautics and Space.
- Fire Department – Fernandina Beach Fire Department having jurisdiction and responsibility over the Airport.
- Fixed Base Operator (FBO) – A business granted the right by the Airport sponsor to operate on an Airport and provide aeronautical services such as fueling, hangar space, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction.
- Flammable Liquids – A liquid or agent which when in contact with another property or properties may ignite causing a flame.
- Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.
- Fuel Handling – The transporting, delivering, dispensing, storage, or draining of fuel or fuel waste products to or from any aircraft, vehicle or equipment.
- Hazardous Materials – Any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, or board.
- Minimum Standards for Commercial Activities (Minimum Standards) – The qualifications, criteria, and standards established by the City of Fernandina Beach as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.
- Motor Vehicle (or Vehicle) – Any device that is capable of moving itself, or being moved, from place to place upon wheels, but does not include any device designed to be moved by muscular power or designed to move primarily through the air.
- NFPA (National Fire Protection Association) – All codes, standards, rules, and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.
- Operator (Aircraft or Motor Vehicle) – Any person who is in actual physical control of an aircraft or motor vehicle.
- Operating Directive – Specific written documents detailing approved methods of operations as directed and signed by the Airport Manager. Such will become an addendum of the Airport Rules and Regulations.
- Owner – Any person who holds the legal title of an aircraft or a motor vehicle.
- Permission – A right or approval granted by the Airport Manager under authority delegated by City Manager and/or City Commission.
- Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- Police Department (or Law Enforcement) – Fernandina Beach Police Department having jurisdiction and responsibility over the Airport.
- Public Area (or Common Area) – The land and/or improvements at the Airport that is available for use on a non-exclusive basis and not controlled by any leasehold.
- Regulatory Measures – Federal, state, county, city, and Airport, laws, codes, ordinances, policies, rules and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.
- Restricted Area – Any area of the Airport wherein entry or use thereof is restricted to authorized personnel only pursuant to regulatory measures, including but not limited to: runways, taxiways, fire lanes, Airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks, and any of the areas marked as such with appropriate signage.

Fernandina Beach Municipal Airport Rules and Regulations

- Run-up – Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.
- Runway – A defined rectangular surface on an Airport prepared or suitable for the landing or taking off of aircraft. Runways are identified by a broken white centerline, solid white edge lines, and white edge lights.
- Self-fueling or self-service – Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling or other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the Airport, a FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein and can be subject to Minimum Standards. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees include activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.
- Shall (or will or must) – These words are always mandatory.
- Taxi lane – The portion of the aircraft parking areas used for access between taxiways and aircraft parking positions.
- Taxiway – A defined path established for the taxiing of aircraft from one part of an Airport to another. Taxiways are identified by a solid painted yellow centerline and blue edge lights.
- Tie-down Area – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable tie-down points are located.
- UNICOM (CTAF) – A two-way communication system operated by a non-governmental entity on a designated radio frequency to provide Airport advisory information while operating to or from an Airport that does not have a control tower or an Airport when the tower is closed. The Common Traffic Advisory Frequency (CTAF) may be a UNICOM, MULTICOM, Flight Service Station (FSS), or a tower frequency and is identified in appropriate aeronautical publications. While not required for operation at Fernandina Beach Municipal Airport, use is strongly encouraged.

DRAFT



CITY OF FERNANDINA BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ)

**PROFESSIONAL GENERAL ENGINEERING CONSULTING SERVICES –
AIRPORT IMPROVEMENTS AT
FERNANDINA BEACH MUNICIPAL AIRPORT (FHB)**

RFQ NO. 2018-XX

PREPARED BY

FERNANDINA BEACH MUNICIPAL AIRPORT DEPARTMENT



RFQ NO. 2018-XX FERNANDINA BEACH MUNICIPAL AIRPORT

PROFESSIONAL GENERAL ENGINEERING CONSULTING SERVICES – AIRPORT
IMPROVEMENTS AT FERNANDINA BEACH MUNICIPAL (FHB)

RFQ NO. 2018-XX

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RFQ NO. 2018-XX FERNANDINA BEACH MUNICIPAL AIRPORT



**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR
QUALIFICATIONS (RFQ)
PROFESSIONAL GENERAL ARCHITECTURAL,
ENGINEERING, AND PLANNING CONSULTANT
SERVICES AIRPORT IMPROVEMENTS AT
FERNANDINA BEACH MUNICIPAL (FHB)
RFQ NO. 2018-XX**

I. General

The City of Fernandina Beach, Florida, pursuant to the "Consultant's Competitive Negotiations Act" (CCNA) section 287.055, Florida Statutes, as may be amended, and Federal Aviation Administration Advisory Circular 150/5100-14E, hereby requests statements of qualifications and performance data from professional general engineering firms (hereinafter "Consultant"), that are duly licensed and registered to practice in the State of Florida, and that desire to render such services for the Fernandina Beach Municipal Airport (FHB).

In addition to providing general consulting services under a continuing contract, the City seeks to enter into a contract for those projects specifically listed in Attachment "A."

The Consultant(s) selected by the City to perform these Professional General Engineering Consulting Services will be awarded a contract for up to five (5) years at the City's discretion, subject to termination at the sole discretion of the City in accordance with contract provisions. The selected Consultant(s) will scope, negotiate, and enter into individual agreements for services with the City on a project-by-project basis during the term of the contract. Projects for which selection of consultant(s) may be made will be limited to projects planned/scheduled for the upcoming five (5) year period. In order to be considered, the firm must have demonstrated experience providing professional general engineering services of simple to complex projects at public airport facilities.

The City of Fernandina Beach reserves the right to select more than one firm to perform continuing consulting architectural/engineering and aviation planning services, or to re-advertise if deemed to be in the City's best interest.

Services may include the performance of all preliminary, design, bidding and negotiation, and construction phase related services for general civil development and reconstruction projects, including, but not limited to, surveying, subsurface explorations, geo-technical



RFQ NO. 2018-XX FERNANDINA BEACH MUNICIPAL AIRPORT

analysis, civil, structural, environmental, mechanical, electrical, landscaping, architectural, planning, bidding and construction administration, resident inspection, technical studies, preparation of plans, specifications, construction contract documents, engineer's design reports, cost estimating and scheduling, and all other services as may be requested by the City.

Sealed submittals for the RFQ will be received by the City of Fernandina Beach, City Clerk's Office, 204 Ash Street., Fernandina Beach, Florida, 32034, **no later than 2:00 p.m., 2018**, and subsequently opened in a meeting to be held in the City Hall. All interested firms shall submit one (1) original and four (4) copies of their submittals for this Request for Qualifications. Submittals must be sealed and plainly marked, "**RFQ NO. 2018- XX - AIRPORT PROFESSIONAL GENERAL ENGINEERING CONSULTING SERVICES – AIRPORT IMPROVEMENTS**" on the outside of the envelope and sent by mail to:

City of Fernandina Beach
City Clerk's Office
RFQ# 2018-XX
204 Ash Street
Fernandina Beach, FL 32034

Only those firms submitting qualifications and experience which meet the requirements herein specified will be considered for the services contemplated, regardless of past contact with the City of Fernandina Beach, Florida, and/or other agencies, departments, divisions or staff personnel. Submittals that do not comply with the instructions set forth herein may be considered improper and disqualified. **This is not a request for a proposal.**

Selection will be based upon professional qualifications, experience, and past performance. Any submittal received after the above stated time and date will not be considered and will be returned unopened. It shall be the sole responsibility of the Firm to have its RFQ delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery, or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Firm.

The RFQ shall be accompanied by a "Minority Business Statement," therein provided on Page 15 of this RFQ, along with the following completed exhibits attached:

- Exhibit A "Public Entity Crimes,"
- Exhibit B "Drug-Free Workplace Statement,"
- Exhibit C "E-Verify Statement,"
- Exhibit D "Noncollusion Affidavit,"
- Exhibit E "Equal Opportunity Report Statement,"
- Exhibit F "Certification Regarding Debarment... Voluntary Exclusion,"
- Exhibit G "Conflict-Nonconflict of Interest Statement,"
- Exhibit H "Consultant Certification,"
- Exhibit I "Contact List,"
- Exhibit J "Disputes Disclosure Form,"
- Exhibit K "Proposer Acknowledgements and Agreements"



The RFQ must also be accompanied by a cover letter stating the name and role of the primary contractor and any subcontractors. It should be signed by officers of the prime and subcontractors with the authority to submit an RFQ from their respective firms.

A. Small Business Participation

The City of Fernandina Beach strongly encourages small, minority and/or women owned firms or joint venture firms to submit proposals.

B. Laws, Ordinances, Rules, Regulations, Permits, and Licenses

The Firm shall observe and obey all the laws, ordinances, rules, regulations, and policies of the City of Fernandina Beach and the federal and state governments which may be applicable to the Firm's operation and shall, at the sole cost of the Firm, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

C. Confidentiality

Firms are hereby notified that any part of the Request for Qualifications, or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

D. Examination of Plans, Specifications and Site of Work

Firms are required before submitting their RFQ to visit the site of the proposed work and familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. They are also required to examine carefully the plans and specifications and contract documents, and to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Ignorance on the part of the Firm will in no way relieve them of the obligations and responsibilities assumed under the Contract.

E. Miscellaneous Provisions

The City of Fernandina Beach shall not be responsible for any costs incurred in the preparation of the Request for Qualifications or other related activities.

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all RFQs. The City also reserves the right to waive minor irregularities or variations to the specifications and in the RFQ process.

Any questions regarding this RFQ must be sent in writing and can be emailed to: Nathan Coyle, Airport Manager, City of Fernandina Beach at ncoyle@fbfl.org and Wanda Weeks at wweeks@fbfl.org. Responses to questions will be communicated via addenda on the City's website at www.fbfl.us/bids web page. It is the Firm's responsibility to check the City's website for Addenda prior to submitting its RFQ submittal. The deadline for questions is 5 days before RFQ opening.



FIRMS SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of Addendum may result in rejection of the bid.

Addendum #	By (Name)	Date	Addendum #	By (Name)	Date

Firms are hereby put on notice that ALL questions are to be directed to the Airport Manager as outlined above. No contact shall be made with any of the City Commission members, Airport Advisory Commission (AAC), City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

All such materials shall remain the property of the City of Fernandina Beach and will not be returned to the respondent.

II. INVITATION

The City of Fernandina Beach hereby invites offers from licensed professional consultants in the field of engineering and consulting to provide professional general engineering consulting services for the City's Airport, in accordance with Florida Statutes 287.055 and FAA Advisory Circular 150/5100-14E.

III. SCOPE OF SERVICES

The City desires professional general engineering consulting services for public airport facility development and reconstruction projects that are contemplated at the Fernandina Beach Municipal Airport over the upcoming five-year period.

In general, consultant services are needed for the following types of work:

- Airport facility layouts and airport project studies, investigations, and pre-design work.
- Environmental studies, analysis, assessments, categorical exclusion documentation, and other associated project permitting.
- Maintenance, construction or reconstruction of runways, taxiways, and/or aprons and for associated drainage or environmental work.
- Airport electrical lighting, signage, utility, and navigational aid (NAVAIDs) installation, rehabilitation, and/or maintenance.
- Technical services during construction.
- Other airport-related construction/equipment acquisition/land projects, environmental documentation or studies required to meet FAA grant-related project requirements, airport safety, capacity, efficiency, and utility as directed by the City.

Attachment "A" identifies the airport's tentative five (5) year capital improvement



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projects list that may utilize several funding sources. The City will evaluate each statement of qualifications and select the most qualified firm. The selected firm(s) is not guaranteed any work assignment and the City reserves the right to request statements of qualifications from other qualified consulting firms if determined to be in the best interest of the City.

In addition to the capital improvement projects listed in Attachment A, the Airport is interested in establishing a "continuing services" contract for general consulting related to airline, aviation, and non-aviation development projects that may be expected at an Airport of similar size and complexity.

IV. DEVELOPMENT COSTS

The City of Fernandina Beach, or its representative, shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFQ. The submittal shall be prepared economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFQ.

V. INQUIRIES

Interested parties having questions regarding this RFQ shall address their questions in writing to the following address:

City of Fernandina Beach
Attention: Nathan Coyle, Airport Manager at
ncovle@fbfl.org
and Wanda Weeks at wweeks@fbfl.org

VI. DELAYS

The City of Fernandina Beach reserves the right to delay or alter the schedule in the interest of the City of Fernandina Beach.

VII. INSURANCE REQUIREMENTS (may vary based on project)

i. General

Before starting and until acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified below.

The contractor shall require each of its respective subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of the contractor to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The City reserves the right to request proof of subcontractor's insurance from the contractor.

ii. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

a. Workers' Compensation

\$500,000 each accident
\$500,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit



Workers' Compensation insurance must meet mandatory statutory limits for employers with three or more employees.

b. Commercial General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:

\$1,000,000 per occurrence/2,000,000 aggregate

Products and Completed Operations - Contractors shall maintain in force until at least three years after completion of all services required under the contract, coverage for products and completed operations, including Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

c. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include: \$1,000,000 /combined single limit (CSL)

d. Umbrella - \$1,000,000 per occurrence. Otherwise, \$2,000,000 per occurrence, if the contract exceeds 180 days or \$300,000.

e. Professional Liability - SERVICE PROVIDER shall maintain in force, during the duration of this AGREEMENT and acceptance by CITY of the work performed by SERVICE PROVIDER, professional liability insurance providing coverage for all claims arising out of SERVICE PROVIDER's performance of the professional services under this AGREEMENT.

\$5,000,000 per occurrence

f. Certificates of Insurance - Certificates of all insurance required from the contractor shall be filed with the City and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the City before operations are commenced. The City of Fernandina Beach shall be identified as an additional insured for general and automobile liability coverage's required above. A copy of the additional insured endorsement must be attached and contain language no less restrictive than ISO Form CG 20 10 07 04 13 or ISO Form CG 20 33 07 04 13. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this contract and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

g. Notice of Cancellation and/or Restriction - Each policy must be endorsed to



provide the City with a minimum of thirty (30) day notice of cancellation and/or restriction, ten days (10) days notification for non-payment.

VII. SPECIAL TERMS AND CONDITIONS

i. Procedures

The extent and character of the services to be performed by the Consultant(s) shall be subject to the general control and approval of the City's Airport Manager. The Consultant(s) shall not comply with requests and/or orders issued by other than the Airport Manager or authorized representative acting within their authority for the City.

ii. Period of Performance

The contract shall be effective upon contract execution and within such time frames as may be set forth therein. The selected Consultant(s) must be able to begin work immediately after execution of contract.

iii. Termination

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party, but if any work or services hereunder are in progress and not complete on the date of termination, then this contract may be extended upon written approval by the City until said work or services are completed and accepted.

- a. Termination for Convenience. In the event that this contract is terminated upon request, and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination cost, of applicable.
- b. Termination for Cause. Termination by the City for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

VIII. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Contract Terms and Conditions and the Special Contract Terms and Conditions, and other schedules contained therein, the latter shall take precedence.

IX. INVOICING AND PAYMENT

Except as may otherwise be provided by the contract to be executed by the City and the Consultant(s) to which the contract for this work is awarded, the following invoicing and payment conditions shall apply:



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- (a) Consultant(s) shall submit invoices (two originals) for each payment requested; such invoices to include a detailed breakdown of all charges.
- (b) Invoices shall include actual hours of performance by the Consultant's employees working on the project and shall include progress reports. The City shall withhold ten (10) percent of the total contract payment pending completion of the contract.
- (c) The City will pay all such invoices in accordance with the Florida Prompt Payment Act, unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant(s) shall provide complete cooperation during any such investigation.

X. INSTRUCTIONS FOR SUBMITTING PROPOSAL

i. Submittal Content and Format

Each submittal of Qualifications must be indexed and tabbed as indicated and shall include, but is not limited to, the following:

Tab #1: Cover Letter

Tab #2: Evidence of current license and registration to perform the specified services in the State of Florida.

Tab #3: Location of office where work will be performed and identification of the Consultant's intended project manager/professional contact person and primary liaison with the City.

Tab #4: Credentials, including resumes or curriculum vitae, of staff members (project team) who would be assigned to perform the specified services for the City. Include if any staff members has had airport management experience.

Tab #5: List of all sub-consultants utilized by the responding agency.

Tab #6: Demonstration/summary of Consultant's work history and performance capability to meet budget and time requirements for projects and the ability to respond to and perform the work as and when requested by the City.

Tab #7: Demonstration/summary of cost control performance on previous projects.

Tab #8: Evidence of general liability insurance, professional liability insurance including errors and omissions coverage, and workers' compensation insurance.



Tab #9: Examples of successfully completed projects similar in nature to those shown Attachment “A” performed for clients similar in nature that may be expected at an airport of similar size and complexity.
Limit examples to no more than six (6) projects.

Tab #10: Client references including names, titles, addresses and telephone numbers (minimum of 4).

Tab #11: Statement of Consultant’s commitment/ability to consistently use the same personnel throughout the project.

Tab #12: Documentation/summary of experience with regulatory/permitting agencies.

ii. Submittal of the Proposal

- a) Each Proposal submitted shall be signed by the individual Consultant or the authorized principals of the Consultant firm if other than an individual.
- b) Each proposal shall clearly identify which area of discipline, listed in the Scope of Services and projects at Attachment A, the Consultant is qualified to perform.
- c) All attachments to the Request for Statements of Qualifications and Performance Data requiring execution by the Consultant must be executed and returned with the submitted Statements of Qualifications and Performance Data.
- d) Sealed submittal of Qualifications will be received by the City Clerk’s Office until **2:00 p.m. on Friday, August 17, 2018**, and subsequently opened in a meeting to be held in City of Fernandina Beach at 204 Ash Street, Fernandina Beach, Florida, 32034.

All interested firms and individuals shall submit:

- One (1) original and four (4) copies of their submittal of qualifications;
- Submittal page limit of not more than thirty (30) pages, single-sided, on 8 ½” x 11” paper, which does not include cover or tabs.
- Submittals which must be in a sealed envelope or other cover that must be plainly marked with **“RFQ NO. 2018-XX PROFESSIONAL GENERAL ENGINEERING CONSULTING SERVICES – AIRPORT IMPROVEMENTS”** and shall also state the specific professional discipline for which the Request for Qualifications is published.



Submitted materials may be sent by United States Postal Service mail to:

**City of Fernandina
Beach City Clerk's
Office
RFQ# 2018-XX
204 Ash Street
Fernandina Beach, FL 32034**

- e) Only those Consultants submitting qualifications that meet the requirements specified will be considered for rendering the services contemplated, regardless of past contact or relations with the City.
- f) Submittals that do not comply with the instructions set forth herein may be considered improper and disqualified at the City's option.
- g) The submittal of qualifications in response to this RFQ may be withdrawn by notifying the City Clerk's Office, either by written notice, or in person, at any time prior to the above stated Request for Qualifications submittal deadline.

XI. SELECTION PROCESS

In order to be considered, the firm must have provided professional general engineering services of simple to complex projects at public airport facilities and must have demonstrated familiarity with Federal and State aviation and environmental regulations.

Factors to be evaluated in selections of professional services providers include, but are not limited to, the capabilities, adequacy of personnel, past record, experience of the firm or individual; whether a firm is a certified minority business enterprise; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms and other factors as specified herein, and as may be determined by the City to be applicable to their particular requirements.

i. Method of Selection

The City shall convene a Consultant Selection Review Committee, the responsibility of which shall be as follows:

- a) Committee members shall independently evaluate each submittal.
- b) Committee members shall independently rank each Consultant meeting minimum qualifications in order of preference.
- c) The Committee shall develop a combined ranking order of all Consultants meeting



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minimum qualifications.

- d) The Committee shall develop a ranking of qualified Consultants.
- e) The Committee may interview, further evaluate Consultants, and rank those Consultants interviewed. The Committee reserves the right to select Consultants from the proposals.
- f) The Committee shall forward its recommendations in accordance with the ranking to the City Commission, which may, at their sole option, authorize negotiation of a contract Consultants pursuant to the requirements of Florida law.
- g) The City Commission possess sole authority to award a contract for the service sought herein.

ii. Evaluation Criteria

- Quality of Firm and Experience w/successful project execution meeting **time and cost requirements** of projects presented within the RFQ submittal. 40 pts
- Experience and Qualifications of Staff that will serve as key staff to the airport. 40 pts
- Demonstrates understanding of project requirements, challenges of each each project, and proposes methods to accomplish the work meeting to exceed criteria listed in the RFQ. 10 pts
- References and Demonstrated Government Experience 10 pts

iii. Contract Negotiations

After the City Commission has approved ranking of the Consultant, City staff will negotiate the language with the first-ranked Consultant. If staff is unable to negotiate a satisfactory contract with the first-ranked Consultant, City staff will terminate negotiations with the first-ranked Consultant and undertake negotiations with the second-ranked Consultant and so forth until a satisfactory contract is agree upon.

XII. ACCEPTANCE OF CONTRACT

Upon successful negotiation of a Contract with a consultant, the contents of the consultant's proposed scope of work shall become a legal obligation. Failure of a consultant to accept this obligation will result in the cancellation of any award.

XIII. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a



conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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 287.133 for a period of 36 months following the date of being placed on the convicted vendor list. See Exhibit A.

XV. CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest. See Exhibit G.

XVI. PROHIBITION AGAINST CONTINGENT FEES

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

XVII. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the ENGINEER must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the ENGINEER must (1) enroll in the E-Verify Program,

(2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the ENGINEER is a state or local government, the ENGINEER



may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as design and permitting. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. See attached Exhibit C.

XVII. CHOICE OF LAW; VENUE

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of Florida without regard to conflict of law applications. Nassau County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Nassau County, Florida. The Parties consent and submit to the jurisdiction of any such court in Nassau County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

XVIII. MINORITY BUSINESS STATEMENT

Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? YES or NO

XX. PUBLIC RECORDS COMPLIANCE

Engineer's responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to Section 119.0701, F.S., Engineer agrees to comply with all public records laws, specifically to:

- i. Keep and maintain public records required by the CITY to perform the service.
- ii. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
- iii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. ENGINEER'S records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes,



emails and all other documentation generated during this Agreement.

- iv. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If an ENGINEER does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
- v. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the does not transfer the records to CITY.
- vi. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the ENGINEER or keep and maintain public records required by the CITY to perform the service. If the ENGINEER transfers all public records to the CITY upon completion of the contract, the ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ENGINEER keeps and maintains public records upon the completion of the contract, the ENGINEER shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (Public Records Law), TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FERNANDINA BEACH CLERKS OFFICE AT (904) 310-3115.**
- vii. An ENGINEER who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes. Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary with reference to the specific statutory exemption. Document files may be examined, during normal working hours.



Exhibit A

CITY OF FERNANDINA BEACH, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____. (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"



Exhibit A continued

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 201__, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:



Exhibit B

DRUG-FREE WORKPLACE CERTIFICATION

COMPLIANCE FORM IDENTICAL TIE BIDS

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____



RFQ NO. 2018-XX FERNANDINA BEACH MUNICIPAL AIRPORT

Exhibit B continued

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

DRAFT



Exhibit C

CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____



EXHIBIT D

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that: (Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County or any person interested in the proposed Contract;
and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

(Date)

by: _____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

Notary Public

Commission No. _____



EXHIBIT E

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 2) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 3) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Fernandina Beach or other local, state or federal government agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Fernandina Beach or other local, state or federal government agency as appropriate, and shall set forth what efforts it has made to obtain the information.



EXHIBIT E continued

- 4) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Fernandina Beach or other local, state or federal government agency may determine to be appropriate, including, but not limited to:
- a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b) cancellation, termination or suspension of the contract, in whole or in part.
- 5) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Fernandina Beach or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the City of Fernandina Beach to enter into such litigation to protect the interests of the City of Fernandina Beach.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____



EXHIBIT F

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

EXHIBIT G
CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____. (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

The above named entity is submitting a Proposal for the City of Fernandina Beach RFP# 2016-05 described as.

1. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
2. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
3. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
4. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
5. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
6. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
7. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
8. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

CHECK ONE

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR _____

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.



EXHIBIT G continued

LITIGATION STATEMENT

CHECK ONE

☐ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM,** submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Company Name_____

Authorized Signature_____

Name(Print or Type)_____

Title_____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.



EXHIBIT H

CONSULTANT CERTIFICATION

The City of Fernandina Beach requires, as a matter of policy, that any consultant receiving a contract or award resulting from the Request for Qualifications issued by the City of Fernandina Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Fernandina Beach nor any professional management, administrative official or employee of the City, nor member of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any submittal in response to the Request for Qualifications or in return for execution of a contract for performance or provision of services for which submittals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME: _____

TITLE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

DATE:



EXHIBIT I
CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

COMPANY Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

***See preferred method of payment under “Prompt Payment Act” section of the General Conditions.**



EXHIBIT J

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your company or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES NO _____

Has your company, or any member of your company, been declared in default, terminated or removed from a contract or job related to the services your company provides in the regular course of business within the last five (5) years?

YES _____ NO _____

Has your company had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your company provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Company

Date

Authorized Signature

Printed or Typed Name and Title



EXHIBIT K

Proposer Acknowledgements and Agreements

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: COMPANY INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED COMPANY
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: ACCESSIBILITY AND RESPONSIVENESS
Understands and agrees to all terms.
7. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____



RFQ NO. 2018-XX FERNANDINA BEACH MUNICIPAL AIRPORT

DRAFT - ATTACHMENT A

RFQ NO. 2018-XX

**FERNANDINA BEACH MUNICIPAL AIRPORT (FHB)
CAPITAL IMPROVEMENT PROJECTS FOR FISCAL
YEAR 2019 - 2023**

<u>Project Year</u>	<u>Project Description</u>	<u>Budget Amount</u>
2019	Fuel Farm Installation	\$400,000
2019	Design - Taxiway A, C, & D Stormwater Drainage Rehab	\$40,000
2019	Design - Runway 4/22 Pavement Rehab	\$110,000
2019	Design - Runway 4/22 Lighting Rehab	\$50,000
2020/2021	Design/Install T-Hangars	\$900,000
2020	Construct - Taxiway A, C, & D Stormwater Drainage Rehab	\$560,000
2020	Construct - Runway 4/22 Pavement Rehab	\$1,305,000
2020	Construct - Runway 4/22 Lighting Rehab	\$585,000
2021	Purchase Property - Runway 4/22 RPZ Property	\$650,000
2021	Design - Transient (Main) Aircraft Parking Apron Rehab	\$80,000
2021	Design and Construct Public Quonset Hut	\$300,000
2022	Construct - Transient (Main) Aircraft Parking Apron Rehab	\$1,170,000
2022	Taxiway E Edge Light Installation	\$600,000
2022/2023	Design/Install Bulk Hangars in North Area	\$3,000,000
2023	Wildlife Hazard Management Assessment Plan	\$100,000
2023	Stormwater Drainage Improvements Phase 2	\$1,060,000

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 3rd day July, 2018, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Driving Dynamics, Inc. whose address is 256 Chapman Road, Suite 202, Newark, DE 19720 (herein called "USER").

WHEREAS, CITY owns, controls and operates that certain public facility known as the Fernandina Beach Municipal Airport (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY for Defensive Driver Safety Training Classes.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of conducting its defensive driver training classes on September 10, 11, 12, and 13, 2018.
2. USER will set up and use the FACILITY on a continuous basis during this period on Closed Runway 18/36.
3. USER shall pay CITY the sum of \$925.00 per day for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use,

arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
- j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
- k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.
- l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
- m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.

5. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.

6. The addresses for giving notices are as follows:

USER: Paula Lanouette
Driving Dynamics
258 Chapman Rd Ste 201
Newark, DE 19702

CITY: City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Attn: City Manager

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

USER: Paula Lanouette
By: Paula Lanouette
Driving Dynamics
Its: Logistics Manager

CITY OF FERNANDINA BEACH

By: _____
Dale L. Martin
Its: City Manager

Employer ID #

By: _____
Caroline Best
Its: City Clerk

WITNESS:

APPROVED AS TO FORM AND LEGALITY:

Print Name:

Tammi E. Bach
Its: City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Insurance Associates, Inc. 525 State Route 33 Millstone Twp. NJ 08535		CONTACT NAME: Kathleen Samodio PHONE (A/C, No, Ext): (732) 792-7000 E-MAIL ADDRESS: ksamodio@lianet.com FAX (A/C, No):
INSURED Driving Dynamics, Inc. 256 Chapman Road Suite 202 Newark DE 19702		INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance of America INSURER B: Hanover Insurance INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 31534 22292

COVERAGES

CERTIFICATE NUMBER: 17-18 Liab 18-19 WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		ZBY885271507	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ Included Employee Benefits \$ 1,000,000								
	A						☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	ZBY885271507	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
							B				☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0	UHY878487507	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
											B				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: November 16, 2016 - Porsche Driving Event at Fernandina Beach Airport
City of Fernandina Beach is included as additional insured if required in a written contract with our insured subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

K Samodio

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MEMORANDUM

TO: AIRPORT ADVISORY COMMISSION

FROM: AIRPORT MANAGER

DATE: June 14, 2018

RE: MONTHLY REPORT

- Airport terminal construction continued through the month of May. Currently, contractors are working to install finishes and cabinetry within the building. Over the past month, the parking lot was paved, tiling of the observation deck and bathrooms completed, and painting of interior drywall was finished. The nose and tail components were delivered at the end of May and installation of the nose/tail infrastructure has begun. The skylight for the facility will not arrive for installation until early July, which will now most likely become the tentative completion timeframe (mid-July).
- Airport staff continues to work with Bent Wing Flight Services to repair items which were not functional or are in need of repair on the airport's fuel tanks. Many of these repairs will be made through the month of June, but I do not anticipate that these repairs will impact the functionality of the fuel tank system.
- An invitation to bid for the AWOS replacement project will be released to the public on June 13th with a bid opening scheduled to occur on July 3rd. I will report back to the AAC following the bid opening to provide a status update and steps for moving forward with the project.
- I have drafted an RFQ to request submittals of qualifications for architectural/engineering consultant services at the airport (currently provided by Passero Associates). As mentioned at the last meeting, I would like to propose that the Airport Advisory Commission, myself, and the City's Storm Water engineer (Andre Desilet) serve as a recommendation committee to review and score submissions, and to provide a recommendation for selection to the City Commission. I will plan to discuss the process with the AAC at the upcoming meeting to help get us prepared for reviewing submittals.

- As mentioned in our last meeting, Flight Procedures is continuing its work on the development of a procedure to Runway 4. We are still awaiting the ATC review of potential for development of additional procedures to Runways 9, 27, and/or 31. I have a status update call scheduled with Flight Procedures on June 6th and will provide any updates at our upcoming AAC meeting.
- The market rate analysis of aeronautical rates, conducted by Slack, Johnston, and Magenheimer Inc, has been completed, and is scheduled for discussion at this meeting.
- A planning committee was established to begin planning a Ribbon Cutting event for the new airport terminal building. The tentative date for the event is October 13th. I will provide updates to the group at our next meeting.
- I will provide the latest update regarding the property tax discussion as related to T- Hangars on the airport during the upcoming AAC meeting on June 14th.
- I have been discussing a potential project with the City's Utility Director, John Mandrick. At the end of this summer, the City will no longer utilize the mulch site North of Airport Road on airport property. Mr. Mandrick is interested in leasing a portion of this property to install a solar array to reduce energy cost for the adjacent water plant. Mr. Mandrick and I have also discussed a potential partnership where the Utility Department installs additional arrays which could be used to provide power and energy cost reduction for the new terminal facility. The capital cost made by the Utility Department would reduce its lease payment to the airport over the term of the agreement. I am working through details for this potential project with our Utility Department, and will report back to the AAC if it appears that the project can move forward.
- I submitted the initial statement of interest to host an AOPA Regional Fly-In to the contact at AOPA, and am in the process of scheduling a telephone conference to have an initial discussion before preparing a full submittal to AOPA later this summer. I will keep the group updated on our progress.

Airport Cash Flow Projection

1

	'17/18	'18/19	'19/20	'20/21	'21/22
O&M Revenue	\$ 701,538	\$ 777,123	\$ 785,931	\$ 794,934	\$ 804,133
Grant Revenue	2,445,000	190,000	1,960,000	720,000	3,010,000
Gen. Fund/Prop. Tax	0	0	0	0	0
Total Revenue	\$3,146,538	\$ 967,123	\$2,745,931	\$1,514,934	\$3,814,133
O&M Expense	\$ 497,278	\$ 515,300	\$ 530,800	\$ 546,700	\$ 563,100
Capital Expense	4,075,500	507,500	2,082,500	900,000	3,232,500
Debt Service	286,266	114,830	114,604	115,322	114,952
Ending Cash Balance	\$ 308,200	\$ 137,700	\$ 155,700	\$ 108,934	\$ 14,700

\$500k less than 5 Year CIP

Airport Reserve Account

2

	Actual	Actual	Actual	Actual	Actual	Actual	
Reserve Balance	'11-'12	'12-'13	'13-'14	'14-15	'15-'16	'16-'17	'17-'18
	\$209,969	\$662,146	\$744,146	\$865,339	\$1,081,817	\$1,057,251	**308K

** End of '17-'18 reserve estimate was \$308K, however the reserve may be slightly higher at end of FY based on:

- Additional funds, beyond what was budgeted to be received from DEO for the terminal facility
- Pushback of Hangar B project to next FY, however this will be budgeted and executed in next FY. This project was replaced by AWOS project with FAA grant funding