



**AGENDA
AIRPORT ADVISORY COMMISSION
REGULAR MEETING
FEBRUARY 11, 2021
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MINUTES**
 - 4.1 Approval of the January 14, 2021 Regular AAC Meeting Minutes
- 5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
- 6. OLD BUSINESS**
 - 6.1 Monthly Financial Review
- 7. NEW BUSINESS**
 - 7.1 Review/Discuss City Yard Debris Storage Proposal
 - 7.2 Review/Recommendation for Award of Hangar B Lease RFP - Advanced AeroTechnologies
 - 7.3 Facility Use Agreement Review - Southern Timing, Inc. (Run the Runway 5 K Event)
- 8. AIRPORT DIRECTOR AND STAFF REPORTS**
 - 8.1 Monthly Airport Director 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 Director.

1. **Call to Order:** Chairperson Geib called the meeting to order at 6:00 pm.
2. **Members Present:** Chuck Colcord, Don Edlin, Prudence Hostetter, Doug Geib, Dave Broughton, Tom Piscitello, two vacancies, Nathan Coyle (Staff Liaison), and Robert Kozakoff (Staff Liaison)

Members Absent: None

Others Present:, Commissioner Chip Ross, Mayor Mike Lednovich, Karen Atkins, Hugh Giggy, and Brian Echard (via Zoom)

3. **Pledge of Allegiance**
4. **December 14, 2020 Regular Meeting – Approval of Minutes:** The December 14, 2020 meeting minutes were presented for review of the AAC.

Member Hostetter identified a correction to paragraph 7.1 to correct “AA” to state “AAC”. Mr. Coyle stated that he would correct the minutes.

A motion was made by Member Edlin, seconded by Member Colcord, to approve the December 14, 2020 AAC Regular Meeting Minutes as amended. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5. **Public Comment Regarding Items Not On The Agenda:** No public comment was received.
6. **Old Business:**

6.1 Runway 4/22 Runway Rehabilitation Project Update

Airport Manager Coyle provided an update on the scheduled rehabilitation of Runway 4/22 and stated that the project was likely to be completed that weekend of December 16, 2020 contingent upon weather and completion of ongoing runway striping work, which is the final stage of the project.

Member Hostetter asked how the project was able to move faster than anticipated. Mr. Coyle stated that the project was originally phased to ensure that Runway 4/22 could re-open temporarily if needed for Concours d’Elegance events in March of 2021 but that staff observed that there would not be a conflict with Concours d’Elegance and amended the phasing to speed up the project. Mr. Coyle stated that this change in phasing also eliminated additional asphalt joints on the runway providing for a better end product for the airport.

6.2 Monthly Financial Update

Airport Manager Coyle provided the monthly financial update stating that there was nothing of note to report to the group. There was no discussion on the report.

7. New Business:

7.1 AAC Vacancy Submission Review – AAC Recommendation Requested

Airport Manager Coyle introduced three submittals for review and recommendation of appointment by the AAC. Mr. Coyle introduced two of the individuals who had submitted for the vacancy to include Karen Atkins and Hugh Giggy.

Ms. Atkins and Mr. Giggy introduced themselves to the AAC and answered questions from the group about their background and interest in the AAC.

AAC members agreed that both members were highly qualified, and that a recommendation would be difficult.

A motion was made by Member Broughton, seconded by Member Hostetter, to recommend that the City Commission appoint Hugh Giggy to the Airport Advisory Commission. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.2 Driving Dynamics Facility Use Agreement Review

Airport Manager Coyle introduced a facility use agreement for use of the airport's closed runway on February 10, 2021. Airport Manager Coyle stated that Mayor Lednovich provided a recommendation to include language requiring compliance with COVID-19 protocols and the AAC agreed with this recommendation.

7.3 Buccaneer Region SCCA Annual Facility Use Agreement Review

Agenda item 7.3 was discussed simultaneously with Agenda Item 7.2. Member Colcord mentioned that Buccaneer Region SCCA has COVID-19 protocol in place. Member Hostetter asked how the late in the evening the night event for Buccaneer Region would normally last and Mr. Kozakoff stated that 10 PM was the average end-time. Member Colcord stated that the agency also has strict noise compliance guidelines in place for its members and respective vehicles.

A motion was made by Member Hostetter, seconded by Member Edlin, for the City Commission to approve the facility use agreements presented between the City of Fernandina Beach and Driving Dynamics and between the City of Fernandina Beach and Buccaneer Region SCCA with a modification to include language requiring compliance with COVID-19 guidelines and protocol. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8. Airport Manager and Staff Reports:

Airport Manager Coyle asked the AAC members for input regarding the agreement between the Airport and Russo & Steele, which has a 10-year agreement to conduct its auto auction on airport property each year in conjunction with Concours d'Elegance. Mr. Coyle stated that the agency conducted its event the first year of the agreement but did not conduct its event the second year. The City requested compensation, in the amount of \$25,000 to keep the agreement in place the second year and this amount was paid. Mr. Coyle mentioned that he had received notice that the group would likely not attend in the current year due to the impacts of COVID-19. Mr. Coyle asked the group for feedback on either terminating the agreement or amending the agreement to require payment of a specified amount if the event would not be conducted in a specific year. The group discussed both options and came to consensus that continuing with the agreement and requiring a meaningful payment in the event of cancellation would be the best option moving forward. Mr. Coyle stated that he would discuss this with Russo & Steele.

9. Commission Member Reports and Comments:

Member Edlin asked about the status of the derelict aircraft sitting adjacent to the T-Hangar area. Mr. Coyle stated that he had contacted the aircraft owner who stated that he wishes to keep ownership of the aircraft. Mr. Coyle stated that he would contact the owner again and obtain a better understanding of the plans for the aircraft.

10. Next Meeting Date: February 11, 2021

11. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 7:07 p.m.

Secretary

Doug Geib, Chairperson

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	BUDGET 2020-2021	YTD	Percentage
REVENUES			
33120 FEMA GRANT	-	0.00	100.0%
33220 FAA GRANT	2,680,100	1,839,390.67	68.6%
33323 FDOT GRANT	1,042,073	180,915.30	17.4%
33420 FEMA STATE GRANT	-	0.00	0.0%
34704 RENTALS NON-TAXABLE	200	840.00	100.0%
34720 RENTALS	1,200	2,232.44	100.0%
34970 FUEL SALES	24,800	7,650.56	30.8%
34971 LEASE PAYMENTS - LAND LEASE	50,161	25,583.00	51.0%
34973 LAND LEASE - AMELIA RIVER	205,960	69,708.61	33.8%
34974 LAND LEASE PAYMENTS - NON-TAXABLE	42,295	12,548.24	29.7%
34975 RENT/LEASE PAYMENTS - City Built	310,000	90,645.61	29.2%
34976 8 FLAGS RENT (TAXABLE)	67,017	18,224.79	
34978 8 FLAGS RENT - NON-TAXABLE	50,266	20,503.69	16.0%
34979 TRANSIENT REVENUE	-	2,255.00	100.0%
36110 INTEREST		1,097.74	100.0%
36420 INSURANCE PROCEEDS		0.00	
36800 CAPITAL CONTRIBUTION		0.00	
38410 LOAN PROCEEDS		0.00	
36990 OTHER REVENUE	103,089	4,459.96	4.3%
36991 PARKING REVENUE	2,004	0.00	0.0%
36995 LATE FEES	-	554.11	0.0%
36992 GAIN ON SALE OF ASSETS		1,000.00	100.0%
38101 TRANSFERS IN GENERAL FUND		0.00	
38910 CASH BALANCE FORWARD	734,865	0.00	0.0%
Revenue Total	<u>5,314,030</u>	<u>2,277,609.72</u>	42.9%

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	BUDGET 2020-2021	YTD	Percentage
PERSONNEL SERVICES			
51200 SALARIES	135,272	42,422.06	31.36%
51300 TEMPORARY	-	0.00	
51350 PART TIME	15,080	0.00	0.00%
51400 OVERTIME	-	0.00	
52100 FICA	11,502	2,974.34	25.86%
52200 RETIREMENT	29,138	9,137.69	31.36%
52300 HEALTH	28,906	9,514.00	32.91%
52301 LIFE	744	252.86	33.99%
52350 OPEB COSTS	1,756	584.00	33.26%
52400 WORKERS' COMP	1,341	444.00	33.11%
52500 UNEMPLOYMENT			
TOTAL	223,739	65,328.95	29.20%
OPERATING EXPENSES			
53100 PROFESSIONAL SERVICES	25,000	1,000.00	0.00%
53200 AUDIT	6,795	2,264.00	0.00%
53400 CONTRACTUAL	49,880	10,551.82	0.00%
53900 AUTO ALLOWANCE		0.00	
53910 HOUSING ALLOWANCE	-	0.00	
54000 TRAINING/TRAVEL	3,210	0.00	0.00%
54100 COMMUNICATIONS	2,388	472.32	19.78%
54101 COMMUNICATIONS - CELL	2,000	407.11	20.36%
54103 COMMUNICATIONS - INTERNET	5,750	742.00	12.90%
54200 POSTAGE	100	6.58	6.58%
54300 UTILITIES - ELECTRIC	42,000	6,450.31	15.36%
54310 UTILITIES - WATER & SEWER	13,400	2,769.68	20.67%
54500 INSURANCE	66,499	22,172.00	33.34%
54610 R/M GROUNDS	182,500	21,554.52	11.81%
54620 R/M EQUIPMENT	1,500	4,840.00	322.67%
54630 R/M VEHICLES-LABOR	7,000	750.00	10.71%
54640 R/M VEHICLES-MATERIALS	7,000	3,996.01	57.09%
54700 PRINTING	650	0.00	0.00%
54800 PROMOTIONAL	750	0.00	0.00%
54902 BAD DEBT EXPENSE		0.00	
54910 BILLING COST	7,300	2,432.00	33.32%
55100 OFFICE SUPPLIES	4,800	24.88	0.52%
55200 OPERATING SUPPLIES	1,940	878.08	45.26%
55210 UNIFORMS	400	43.00	10.75%
55230 FUEL	7,000	1,935.80	27.65%

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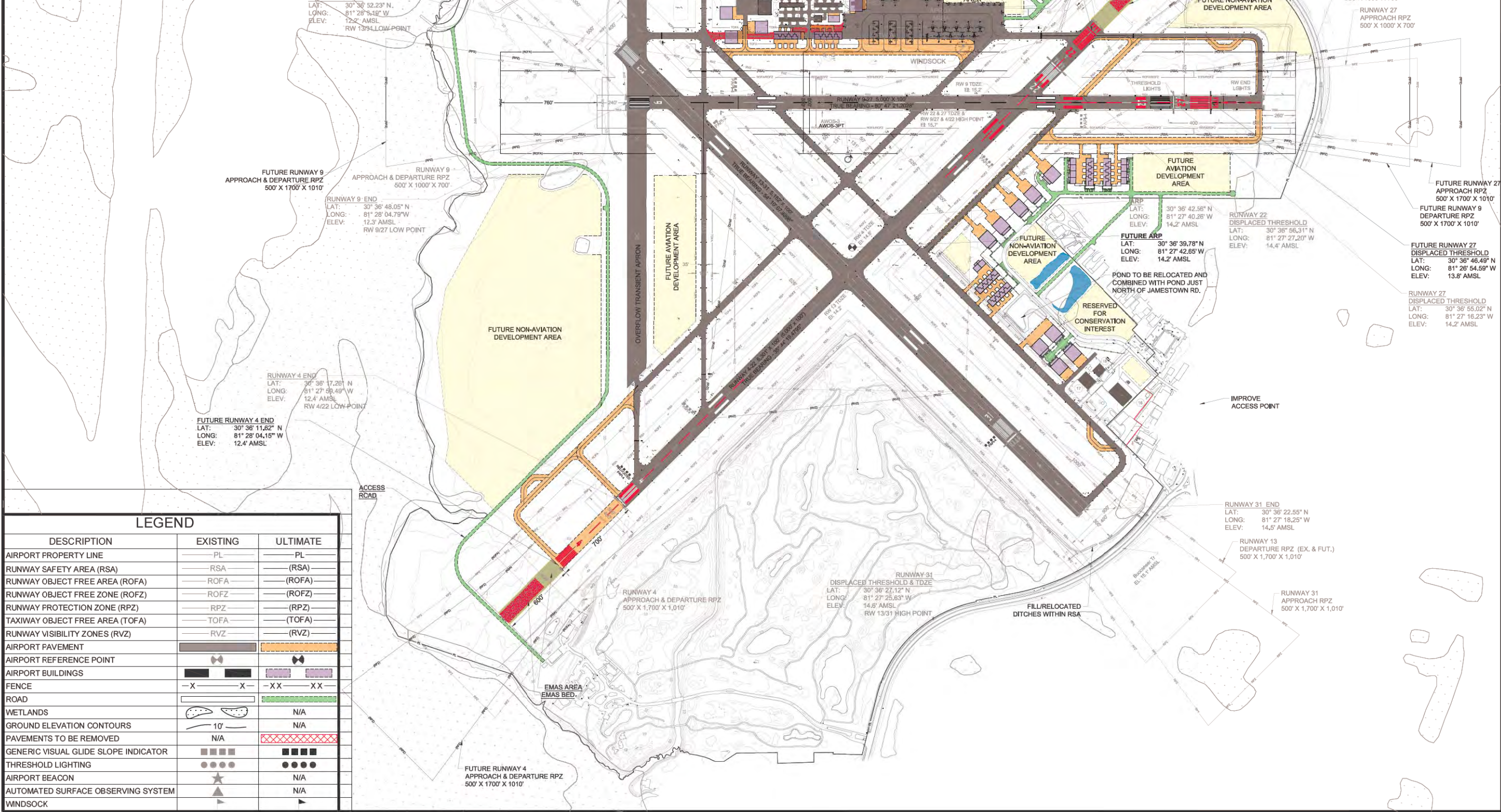
	BUDGET 2020-2021	YTD	Percentage
55400 BOOKS/SUBS/DUES	525	330.00	62.86%
TOTAL	<u>438,387</u>	<u>83,620.11</u>	19.07%
CAPITAL OUTLAY			
56200 BUILDINGS	-	0.0	
56300 IMPROVEMENTS	4,350,967	2,033,326.2	46.73%
56400 MACH./EQUIP.	30,000	25,000.0	
56401 MACH./EQUIP. Non-CAP	1,000	0.0	0.00%
TOTAL	<u>4,381,967</u>	<u>2,058,326.2</u>	46.97%
57000 SETTLEMENT EXP		0.0	
57100 PRINCIPAL	82,000	0.0	
57200 INTEREST	33,322	0.0	
57300 FINANCING COSTS	-	0.0	
TOTAL	<u>115,322</u>	<u>0.0</u>	
Reserve	154,615		
Expense Total	<u><u>5,314,030</u></u>	<u><u>2,207,275.2</u></u>	41.54%

During the February 2nd City Commission meeting, the City Commission directed staff to move forward with assuming responsibility for pickup and disposal of yard debris within the City limits. The City is seeking use of airport property to stage/store yard debris prior to disposal. The City historically utilized an area adjacent to the Ybor Alvarez athletic fields, commonly referred to as the “dirt mound”, to store yard debris and is interested in this same location. The purpose of this agenda item is to discuss this proposal with the AAC. Initial considerations include:

1. Master Plan/ALP Direction: This area is identified on the ALP within the Master Plan as future non-aviation use. An ALP sheet has been attached with this agenda item.
2. FAA Guidance on Activity: FAA AC 150-5200 provides overview of potential activities which might produce wildlife attractants. Yard debris storage/staging is not identified in any sections of the advisory circular as a hazardous attractant. This proposal is NOT currently being considered for use as a composting site, however the closest reference to yard debris in the advisory circular is under the composting section which states that yard debris composting is not a wildlife attractant as provided in the attached excerpt.
3. The FAA would require that this use be reviewed by the Orlando ADO and that a ground lease would be established to govern expectations for use. The City Commission has given direction to staff to draft a ground lease and provided it for review by the FAA. This draft ground lease, contingent upon FAA review, would be processed through the AAC for review prior to City Commission for consideration.
4. The total area in consideration is roughly 85,000 - 90,000 square feet (to be refined by completion of a survey/sketch).
5. The proposal for use by the City is to remove dirt from the center of the existing dirt mound leaving a natural berm in place to contain yard debris, with an extension that runs to the perimeter fence to contain the activity.



Building ID	Description	AMSL Elevation
1	Airport Administration	26.38'
2	FBO Terminal & Hangar	31.44'
3	Civil Air Patrol	23.85'
4	Bulk Hangar	31.34'
5	6-Unit T-Hangar	24.50'
5a	Office	24.87'
6	6-Unit T-Hangar	27.39'
7	6-Unit T-Hangar	27.49'
8	6-Unit T-Hangar	27.65'
8a	Lean-to	24.15'
9	6-Unit T-Hangar	27.58'
9a	Lean-to	25.26'
10	6-Unit T-Hangar	27.58'
11	6-Unit T-Hangar	30.03'
12	Bulk Hangar w/Offices	41.53'
13	Row Hangars (4 Units)	32.60'
14	6-Unit T-Hangar	30.97'
15	Skydive Amelia	22.13'
16	Bulk Hangar w/Offices	39.32'
17	Bulk Hangar w/Offices	48.08'
18	Bulk Hangar	29.12'
19	Electrical Vault	23.29'



PA

PASSERO ASSOCIATES

Engineering • Architecture

www.passero.com

06° 23' 24"

West Declination

TRUE

MAGNETIC

0

400

800

Feet

Client:

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

Passero Associates

13453 N Main St. #106 Jacksonville, FL 32218 (904) 757-6106 www.passero.com

Principal-in-Charge Andrew M. Holesko

Project Manager Zach E. Nelson

Designed by Zach E. Nelson

Revisions

No.	Date	By	Description
1			

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS IN VIOLATION OF STATE EDUCATION LAW ARTICLE 145 SECTION 7209 AND ARTICLE 147 SECTION 7507. THESE PLANS ARE COPYRIGHT PROTECTED.

Airport Layout Plan

A L P

Fernandina Beach Municipal Airport

Town/City: City of Fernandina Beach

County: Nassau State: Florida

Project No. 99047.59

Drawing No. 4B OF 18

Date September 2015

2.2.3 Considerations for Existing Waste Disposal Facilities Within the Limits of Separation Criteria.

The FAA recommends against airport development projects that would increase the number of aircraft operations or accommodate larger or faster aircraft near landfill operations located within the separations identified in Paragraphs 1.2 through 1.4. In addition, in accordance with 40 CFR § 258.10, owners or operators of existing landfill units that are located within the separations listed in Paragraphs 1.2 through 1.4 must demonstrate that the unit is designed and operated so it does not pose a bird hazard to aircraft. (See Paragraph 4.3.2 of this AC for a discussion of this demonstration requirement.)

2.2.4 Enclosed Trash Transfer Stations.

Enclosed waste-handling facilities that receive garbage behind closed doors; process it via compaction, incineration, or similar manner; and remove all residue by enclosed vehicles generally are compatible with safe airport operations, provided they are constructed and operated properly and are not located on airport property or within the Runway Protection Zone. These facilities should not handle or store putrescible waste outside or in a partially enclosed structure accessible to hazardous wildlife. Trash transfer facilities that are open on one or more sides; or store uncovered quantities of municipal solid waste outside, even if only for a short time; or use semi-trailers that leak or have trash clinging to the outside; or do not control odors by ventilation and filtration systems (odor masking is not acceptable) do not meet the FAA's definition of fully enclosed trash transfer stations. The FAA considers fully enclosed waste-handling facilities constructed or operated incorrectly incompatible with safe airport operations if they are located closer than the separation distances specified in Paragraphs 1.2 through 1.4.

2.2.5 Composting Operations on or near Airport Property.

Composting operations that accept only yard waste (e.g., leaves, lawn clippings, or branches) generally do not attract hazardous wildlife. Sewage sludge, woodchips, and similar material are not municipal solid wastes and may be used as compost bulking agents. The compost, however, must never include food or other municipal solid waste. Composting operations should not be located on airport property unless effective, risk-reducing mitigations are in place. Off-airport property composting operations should be located no closer than the greater of the following distances: 1,200 feet from any aircraft operations area or the distance called for by airport design requirements (see AC 150/5300-13, *Airport Design*). This spacing should prevent material, personnel, or equipment from penetrating any Object Free Area, Obstacle Free Zone, Threshold Siting Surface, or Clearway. Airport operators should monitor composting operations located in proximity to the airport to ensure that steam or thermal rise does not adversely affect air traffic.

2.2.6 Underwater Waste Discharges.

The FAA recommends against the underwater discharge of any food waste (e.g., fish processing offal) within the separations identified in Paragraphs 1.2 through 1.4 because it could attract scavenging hazardous wildlife.

Hangar B RFP Discussion Overview

The enclosed agenda item provides information for review related to the Request for Proposals released by the City of Fernandina Beach for rental/lease of Hangar B for commercial aeronautical purpose. Three submittals were received and are enclosed in this packet. A scoring committee was established, and consisted of Mr. Nathan Coyle, Airport Manager, Mr. Jeremiah Glisson, Facilities Director, and Mr. Dale Martin, City Manager. The committee's scoring recommendation was to negotiate a rental agreement with Advanced AeroTechnologies and, if negotiations were not successful, then negotiate an agreement with Bent Wing Flight Services.

Advanced AeroTechnologies is a current sub-tenant within Hangar A and currently provides avionics/maintenance service at FHB. If executed, this rental agreement would lease all office and hangar space in Hangar B to Advanced AeroTechnologies for the purposes called out in the proposal.

Additional information is provided below regarding the proposal from Advanced AeroTechnologies, which was not included within the submittal:

1. Planned hours of business operation at Hangar B: Monday through Friday 8 AM – 5 PM.
2. Planned staff/manning on site: One A&P/IA and one A&P mechanic during business hours.

In 2018, the airport hired an appraiser to conduct an aeronautical market appraisal of airport property and facilities, and received recommended market rental rates for facilities. The recommended market rate (pre-tax) for Hangar B was \$4,256 per month. In accordance with the RFP request, a base rental rate and offer for capital improvements, in exchange for rent credits, was requested. This was done in an effort to partner with a private agency in bringing the hangar to acceptable condition for use by an aeronautical tenant which benefits both parties.

Following scoring of submittals airport staff communicated with Advanced AeroTechnologies representatives and requested consideration to adjust the proposed monthly rate to increase the monthly rental rate and decrease the proposed capital expenditure in the first 5-year term. This was done in a fashion that maintained the same overall value for rental of the hangar over a 5-year term. The purpose of this request was to increase cash flow to support upcoming capital projects (such as hangar development). Staff also requested that Advanced AeroTechnologies pay for utility expenses for the hangar, which is consistent with the rental of Hangar A and Hangar D on the airport. The enclosed draft agreement is acceptable to Advanced AeroTechnologies.

Additionally, if awarded to Advanced AeroTechnologies, A-Cent Aviation has expressed interest in utilizing the vacated space within Hangar A and the tenant of Hangar A, Sherman Keller (Fernandina Beach Aircraft Maintenance) has indicated his interest in renting space to A-Cent Aviation. Pending consideration of the Hangar B rental agreement, airport staff would subsequently review the airport's minimum standards to confirm compliance with minimum standards for provision of services at FHB by A-Cent Aviation in Hangar A.

City Commission consideration is anticipated to occur in March to allow a 1 April tenancy if approved by the City Commission.

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.

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,

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

Draft Hangar B Rental Agreement

CITY OF FERNANDINA BEACH
MUNICIPAL AIRPORT
RENTAL AND USE AGREEMENT

This RENTAL AND USE AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this _____ day of _____ 2021 made by and between the City of Fernandina Beach (hereinafter referred to as the "City") and Advanced AeroTechnologies, LLC, a for profit corporation, its heirs, successors, and assigns with authority to do business in the State of Florida (hereinafter referred to as the "Tenant") for renting hangar and office space within Hangar B, 602 Airport Road, Fernandina Beach, Florida 32034 at the Fernandina Beach Municipal Airport.

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

WHEREAS, Tenant has proposed to rent hangar and office space within Hangar B at the Airport for aeronautical commercial activity; and

WHEREAS, City desires to also make hangar and office space available within Hangar B to Tenant at the Airport for aeronautical commercial activity; and

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein to be performed by the respective parties, and in consideration of the rent hereinafter designated to be paid, City hereby rents space and use as described below to the Tenant, and the Tenant does hereby rent the below described space.

1. Rented Premises.

1.1 Rented Premises. City hereby rents to Tenant, and Tenant hereby rents from City, 602 Airport Road, "Hangar B", Fernandina Beach, Florida 32034 (hereinafter referred to as the "Rented Premises") to also include exclusive use of a portion of its adjacent aircraft parking apron and use of an adjacent area for vehicle parking together with the right of ingress and egress to the Rented Premises shown as Exhibit "A". The Rented Premises includes approximately 12,770 square feet of hangar and office space with associated restroom facilities within the hangar.

1.2 Use of Rented Premises. The Tenant is authorized to conduct the following non-exclusive use at the Airport: all operations associated with the conduct of aircraft maintenance and avionics services to include general aircraft storage and other non-commercial related aviation operations. Additionally, the Tenant 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 City and would require that Tenant obtain necessary permits, as may be required. All Tenant operations shall comply with all federal, state, and local rules, regulations, and ordinances. For the purposes of this Agreement, the term "Rented Premises" shall include the use of airspace above and in the vicinity of said Airport, which is being used for conducting airport operations by Tenant.

1.3 Condition of Rented Premises. Tenant shall accept the Rented Premises to include aircraft parking apron, public use areas, and the vehicle parking area in its present condition without any liability or obligation on the part of the City to make any alterations, improvements, or repairs of any kind on or about said Rented Premises.

1.4 Prohibited Uses of Rented Premises. Storage of boats and other water vehicles, ATV's, RV's, campers, or other non-aviation items on the Rented Premises including the vehicle parking area shall not be permitted without express written consent from the City. Tenant agrees that its personal contents on the Rented Premises, stored without written approval of the City, are stored at the Tenant's sole risk and expense.

1.5 Nonexclusive Rights. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are non-exclusive, and the City herein reserves the right to grant similar privileges to another Tenant or other Tenants on other parts of the Airport. However, City does covenant and agree that it shall enforce Airport Rules and Regulations and Airport Minimum Standards for Commercial Aeronautical Activities as currently approved, and as may be amended in the future, for requirements for all similar services and activities conducted at the Airport.

2. Term.

The term of this agreement shall commence on March 31, 2021 and continue for a period of five (5) years unless terminated earlier under other provisions of this Agreement.

Provided the Tenant is not in default of any terms and conditions of this Agreement, the Tenant may request, in writing, to extend this Agreement for an additional five (5) years. This may be done two times. Such written notice must be given a minimum of 120 days before the end of the initial term.

3. Rent.

3.1 Rent Computation. For the use of the Rented Premises, Tenant shall pay the City the rental amount of \$2,756.00 per month which is also subject to applicable sales tax, currently \$192.92 for a total of \$2,948.92 per month payable in advance on or before the first day of each month. For the first five (5) years from the commencement date of this agreement, this rental fee shall be reviewed each year by the City and rental fee, 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. 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. The City recognizes that the rental payment identified in this paragraph is below the recommended fair market value for rental of this hangar, however Tenant also agrees to fund up to \$90,000.00 in capital improvements within the first five (5) year term of this agreement as outlined in Paragraph 3.3 below, which value distributed across five years equates to the total fair market value for rental of the hangar within the first five (5) year term of this agreement.

3.2 Following the first five (5) years from commencement of this agreement, and contingent upon agreement by both parties to extend this agreement beyond the original term under the provisions above, Tenant shall pay the City the rental amount of \$4,256.00 per month which will also be subject to applicable sales tax at that time. This rental rate will be effective and payable to the City on October April 1, 2026. The rental rate established in 2026 shall subsequently be reviewed each year by the City and rental fee, 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. 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. Following the first five (5) year term of this agreement an appraisal, market rent study, or alternative method as designated by the City may be substituted periodically for the CPI adjustment, and shall be at least four years apart, and any such adjustment will also be implemented in October of the applicable year. In no event, however, shall the rental fee be less than the previous year's rental

amount. The Tenant shall be solely responsible for the payment of any applicable ad valorem property taxes, if applicable.

3.3 Tenant shall fund capital improvements to Hangar B in an amount not to exceed \$90,000.00 within the first five (5) year term of this rental agreement. Any improvements proposed by tenant shall be provided, along with specific project plans and cost estimate, in writing, to the City's Airport Manager or designated authority which shall have authority to approve or deny the proposed improvements within thirty days of receipt of a proposal by the Tenant. Such approval does not constitute review or approval as required by local, state, or federal permitting agencies which shall also be the responsibility of the tenant, if applicable. Capital improvement expenses may include facility improvement/renovation construction activities, planning/architectural services related to proposed improvements, and permitting fees required for completing proposed improvements. Proposed improvements may generally include, but are not limited to, structural components such as roof, interior office space restoration/renovation, flooring, lighting fixture replacement, interior and exterior wall component replacement, and the hangar door improvements. Capital improvements shall not include routine operations and maintenance expenditures that are the responsibility of the Tenant. Upon the anniversary of the lease effective date each year, Tenant shall provide an expenditure report for capital improvements conducted within the Rented Premises for the preceding year and must provide a walkthrough inspection of completed capital improvements with the City's Airport Manager or designated representative. At the end of the first five-year term of this Lease, the total amount of expenditures for approved capital improvements will be reviewed and the difference between the total amount of expenditures made by tenant and the "\$90,000.00 capital improvements allotment" explained above shall be payable and due to the City within thirty days of the expiration of the first five (5) year term of this rental agreement.

3.4 Place of Payment. All payments due City from Tenant 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 Street Extension, Fernandina Beach, Florida 32034.

3.5 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 (1½%) per month beginning with the eleventh (11th) day after payment is due. In the event that the Agreement is terminated on any date other than the first day or last day of a calendar month, the applicable rentals, fees, and charges for that month shall be paid for said month on a pro rata basis, plus applicable sales tax, according to the number of days in that month during which the Rented Premises was enjoyed by the Tenant.

3.6 Unpaid Rent. If the rent, as herein provided, at any time remains due and unpaid for a period of ten (10) days after same shall become due, the City may, at its option, consider the Tenant at sufferance and City may immediately consider the Agreement to be terminated, may re-enter said premises, and the entire rent shall become due and payable and may forthwith be collected by distress or otherwise.

4. Tenant Rights and Obligations.

4.1 Rented Premises Maintenance, Repair, and Upkeep. The Tenant shall maintain the Rented Premises in a neat and orderly condition, and shall keep the floor and wall space clean and clear of oil, grease, and/or toxic chemicals. No hazardous or flammable materials shall be stored within or about the Rented Premises unless stored within an Environment Protection Agency (EPA), National Fire Protection Association (NFPA), or local Fire Marshal approved container/cabinet. No boxes, crates, rubbish, paper, or other litter that could cause or support combustion shall be permitted to accumulate within or about the Rented Premises. Tenant shall not commit, nor allow to be committed, any waste on the Rented Premises, create or allow any nuisance to exist on the Rented Premises, or use or allow the Rented Premises to be used for any unlawful purpose or unsafe purpose. The Tenant shall, at its sole cost and expense, maintain and keep the facility to include, but

not limited to office/storage space, HVAC systems, and plumbing of Rented Premises in good repair and make all repairs necessary to keep and maintain such space of the Rented Premises, including all improvements thereon, in good condition so as to present an attractive appearance in conformity with other Airport facilities. The Rented Premises and all improvements thereon must be maintained in a safe, clean, and sanitary condition.

4.2 Alterations. Tenant covenants and agrees not to install any fixtures or make any alterations, additions, or improvements to the Rented Premises without the express written consent of the City. Tenant shall make no structural, electrical, or other modification to the Rented Premises without first obtaining City's written permission. Any and all repairs, maintenance, or improvements made by Tenant shall be accomplished in accordance with all requirements and specifications of the City Building/Fire Codes and obtaining permit(s), if required. Any improvements, alterations, or additions that may be approved shall be at the expense of the Tenant. Any and all fixtures installed, improvements, alterations, or additions made shall become the property of the City upon vacating the Rented Premises without compensation or payment to Tenant. Other applicable guidance is contained in NFPA 409 Standard on Aircraft Hangars and the Florida Building Codes which can be viewed in the office of the Airport Manager or their designated representative.

4.3 Damage to Property. Tenant shall be responsible for all damage to property, real or personal, located on, in, or about Hangar A including the Rented Premises, aircraft parking apron, vehicle parking area, or public use areas damaged as a result of the Tenant's negligence, misuse, or abuse. In the event the Tenant does not promptly repair any damaged Rented Premises, for which the Tenant is responsible, the City reserves the right to make such repairs at Tenant's expense, which shall become due and payable as part of the Tenant's next monthly rental payment. Such repairs shall be charged to Tenant at 115% of cost to City. Tenant shall immediately report any damage caused to Hangar A to the Airport Manager.

4.4 Airport Security. Tenant has obligation to operate upon the Airport and its Rented Premises to not undermine the security of the Airport.

4.5 Commercial Activity. Tenant is permitted to operate commercial aeronautical activities as described in Section 1. Tenant 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 Tenant shall have eighteen (18) months from date of adoption to meet the revised Minimum Standards unless waived in writing by the City. Once updated, those Minimum Standards shall become a part of this Agreement.

4.6 Access. Tenant, its employees, patrons, invitees, suppliers, agents, and contractors shall have at all times the right of ingress to and egress from the Rented Premises but this right does not relieve those named persons, firms, or corporations from the obligation to observe and obey all rules, regulations, or laws that may then currently be in effect in the operation of the Airport. To ensure this right the City shall make all reasonable efforts to keep adjacent areas to the Rented Premises free and clear of all hazards and obstructions, natural and manmade.

4.7 Signs. Tenant agrees that no signs or advertising matter or material of any kind may be erected without the prior written consent of the City, and the issuance of such permits as may be required under the City of Fernandina Beach Code of Ordinances.

4.8 Equipment and Trade Fixtures. Tenant will retain title to all of its trade fixtures and equipment and any improvements and property installed by Tenant to the Rented Premises during the term of the Agreement. Upon termination of the Agreement or upon removal of trade fixtures and equipment,

the Tenant shall restore the Rented Premises to good condition at its sole cost and expense. Any Tenant improvements or property installed and not removed become the property of City.

4.9 Fire Extinguisher. The Tenant shall maintain at all times, in the Rented Premises, a minimum of three approved ten pound dry chemical fire extinguisher suitable for use on Type A, B, and C fires with current inspection certificate from an approved fire equipment company or the local Fire Inspector affixed.

4.10 Compliance with Applicable Laws, Rules, and Regulations. Notwithstanding other requirements contained herein, the Tenant at its sole cost and expense, hereby agrees to and shall comply with all applicable laws, ordinances, rules, and regulations established by federal, state, local government agency, and by the City, as they may be amended from time to time, and conduct its operations in accordance with all applicable regulations pertaining to airports, including Airport Rules and Regulations, attached hereto as Exhibit "C", promulgated by the City governing safe and efficient operation of Fernandina Beach Municipal Airport. The City may, from time to time, modify and/or update the Rules and Regulations. City will provide Tenant with a copy of the updated Rules and Regulations, and once updated or revised, those Rules and Regulations shall become a part of the Agreement. The City and Tenant agree that any violation of any of the conditions of the Agreement or any violations of the Airport's Rules and Regulations shall be sufficient cause for termination of the Agreement and eviction of Tenant from said Rented Premises, in accordance with Section 8 herein.

4.11 Compliance with Environmental Law, Rules, and Regulations. Tenant 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. Tenant agrees to keep informed of future changes in the existing environmental laws. Such compliance will be responsibility of the Tenant at its sole cost and expense.

4.12 Hazardous Materials and Toxic Waste. Tenant shall not cause or permit to occur:

a. 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 Rented Premises, or arising from Tenant's use or occupancy of the Rented Premises, including, but not limited to, soil and ground water conditions; or

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

c. Tenant shall, at its sole and exclusive expense, comply with all laws and regulations regulating the storage or transportation of hazardous substances relating to the Rented 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 City is to be immediately notified by Tenant of any claim or allegation of non-compliance herewith.

d. 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 Rented Premises, or which arises from Tenant's use or occupancy of the Rented Premises, then Tenant shall, at Tenant's expense, prepare and submit the required plans and all related bonds and other required financial assurances; and Tenant shall carry out all work required by such clean-up plans at its sole and exclusive expense.

5. City Rights and Obligations.

5.1 Rented Premises Upkeep. City will maintain and repair the structural components, such as the foundation, walls, roof, hangar door, and floor structures of the Rented Premises, except as noted in paragraph 4.1. Tenant will pay for electricity, water, sewer, and routine building maintenance. Repair and replacement required as a result of the negligent or willful conduct of Tenant, its employee's, agents, or invitees shall be the responsibility of Tenant.

5.2 Inspection. It is understood and agreed that the City shall have the right to enter upon the Rented Premises at any time to insure maintenance, security, and safety of the Rented Premises, and compliance with the terms and conditions of the Agreement and Airport Rules and Regulations. If any deficiency in compliance with the Agreement is found, including any fire or accident hazard, Tenant shall be so informed, and shall within five (5) days of notice rectify the hazard.

5.3 Aerial Approaches. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction and interference, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

5.4 Protection Clause. City reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Rented Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

6. Insurance and Indemnification.

6.1 Insurance. Tenant shall obtain and maintain continuously in effect at all times during the term of the Agreement, at Tenant'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 including Premise Liability and Product's and Completed Operations per occurrence protecting City against any and all liability by reason of Tenant's conduct incident to the use of the Rented Premises or resulting from any accident occurring on or about the roads, driveways, or other public places on the Airport, including the runways and taxiways, used by Tenant at Airport, caused by or arising out of any negligent or wrongful act or omission of Tenant, its agents, employees, contractors, or subcontractors.

b. Hangar Keepers Liability insurance in the minimum amount of Five Hundred Thousand (\$500,000) Dollars per occurrence protecting City against any and all liability by reason of Tenant's conduct incident to the use of Hangar B for aircraft storage, caused by or arising out of any negligent or wrongful act or omission of Tenant.

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

d. All insurance requirements specified herein above shall name City as an additional insured with instructions that the insurance carrier will notify City if the LESSEE defaults on premium payments, and shall require that the insurance carrier notify City thirty (30) days prior to any event leading to the material modification or cancellation of the policy. The additional insured status of the City must be primary and non-contributory. Waiver of Subrogation in favor of the City is to be included.

e. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies qualified to do business in the State of Florida. Tenant shall furnish City copies of all insurance policies or certificates evidencing the existence and amounts of such insurance as required under the Agreement for all activities provided by Tenant. Such certificates are attached hereto as Exhibit "B", Liability Insurance Certificates. Copies of said certificates of insurance shall be provided to City with each annual renewal and at least ten (10) days prior to the expiration thereof for each activity offered by Tenant.

f. It is the responsibility of Tenant to keep required insurance in effect and provide such evidence to the City. Failure to provide proof of insurance at any time, to the satisfaction of the City, shall be grounds for termination of the Agreement.

6.2 Casualty. In the event the Rented Premises or the means of access thereto shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Rented Premises is not rendered unusable by such damage. If the Rented Premises is rendered unusable and City elects to repair the Rented Premises, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant, its employees, agents, or invitees, in which case the rent shall not abate. If the Rented Premises is rendered unusable and City elects not to repair the Rented Premises, this Agreement shall terminate.

6.3 Indemnification. Tenant for itself and on behalf of its officers, agents, employees, assigns, and contractors, does agree 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 Tenant, its officers, employees, agents, and representatives. Tenant'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 Tenant against the City, and Tenant 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 the 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 of Section 768.28 Florida Statutes.

6.4 Indemnification for Toxic Wastes. Tenant, for itself and on behalf of its officers, agents, employees, assigns, and contractors, does agree to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against 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 termination of this Agreement.

7. Default.

The Agreement shall be breached and considered in default if any one of the following events occurs:

- a. Tenant shall default in the payment of any rental payment hereunder; or
- b. Tenant shall default in the performance of any other covenant herein, such default shall continue for ten (10) days after receipt of notice from the City; or

c. A petition is filed by or against Tenant under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an agreement) after the effective date of this Agreement; or

d. Tenant assigns his/her property for the benefit of creditors; or

e. City determines after an inspection the Tenant is not in compliance with the terms of the Agreement; or

f. Tenant is conducting or allowing a commercial activity at, from, or around the Rented Premises without City approval or without the issuance of a Commercial Aeronautical Activity Permit for such activity on the Airport; or

g. Tenant shall default in the performance or observances of the agreements, conditions, or covenants required to be performed or observed by the Tenant under the terms of the Agreement or shall violate any of the Airport Rules and Regulations; or

h. City shall be entitled to terminate the Agreement upon the conviction of Tenant or any of Tenant's officers, managers, or employees of any crime involving moral turpitude and relating to the Agreement of Tenant's operations hereunder.

In the event of any breach of the Agreement by the Tenant, City shall, at their earliest option, have the right to terminate the Agreement, and proceed with termination as set forth in Section 8 herein.

8. Termination.

8.1 Without Cause. Tenant may terminate the Agreement by giving ninety (90) days written notice to the City. Tenant shall be reimbursed for any prepaid rent on a pro-rated basis during the payment period.

8.2 Cause. Any violation of the terms and conditions of the Agreement shall be sufficient cause for the immediate termination of the Agreement. City shall give ten (10) days notice to the Tenant to correct said violations, and if said violations are not completely cured within said ten (10) day period, the Tenant is subject to immediate eviction. Tenant agrees to pay all costs of such action, including reasonable attorney's fees, and in addition, shall be fully responsible for all costs required to correct damages to the Rented Premises caused by the Tenant.

8.3 Immediate Termination. The Agreement shall be terminated immediately if the Tenant shall become insolvent or bankrupt, is convicted of a felony, or makes an assignment for the benefit of creditors after the effective date of this Agreement.

8.4 Attorney Fees. In the event of a default as defined herein, or if an action for termination needs to be instituted pursuant to this paragraph, Tenant shall pay to the City all reasonable attorney's fees and costs incurred by the City in the enforcement of the Agreement.

8.5 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 Tenant to be performed and provided, that if such breach is not remedied by the Tenant after reasonable notice in writing to it by the City, the City may re-enter and terminate this tenancy by giving the Tenant thirty (30) days written notice, to quit the Rented Premises. City 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 the part of the Tenant to be performed.

8.6 Obligation Upon Termination. Upon termination of the Agreement or occurrence of a termination event, all obligations of either party hereunder to the other shall cease and terminate,

except as specifically provided herein, and the Tenant agrees it shall immediately quit, surrender, and return peaceable and quiet possession of the Rented Premises, including all improvements, to the City in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being excepted. Tenant shall have the right at any time during said term, or any renewal, or extension thereof; to remove its trade fixtures and equipment situated on the Rented Premises which were installed, or placed by it, at its expense, in, on, or about the Rented Premises, subject, to any valid lien which City may have thereon for unpaid rents, fees, taxes, or charges. Tenant shall be liable for any and all damage to the Rented Premises caused by Tenant's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to improper use or negligence by Tenant. All moveable personal property shall be removed by the Tenant on or before the expiration of the Agreement term and all property not so removed shall be deemed abandoned by the Tenant.

8.7 Continuing Obligation. Tenant's obligations under Paragraph 4.12 and Paragraphs 6.3 and 6.4 of the Agreement shall survive the expiration or termination of the Agreement or any renewal thereof.

9. Notice.

9.1 Any notice required to be served by either City or Tenant upon the other may be served by certified mail, return receipt requested, postage prepaid, addressed as follows:

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

With a copy to Airport Manager, address to: Airport Manager
 Fernandina Beach Municipal Airport
 700 Airport Road
 Fernandina Beach, FL 32034

If to Tenant, address to: George Aikens
 602 Airport Road
 Fernandina Beach, FL 32034

9.2 Notices will be deemed to have been received on the date of receipt as shown on the return receipt.

9.3 Tenant Contact Telephone Number: **970-373-3295**

9.4 It shall be the Tenant's responsibility to keep the address and phone number contained in the Agreement up to date and accurate.

10. Miscellaneous Provisions

10.1 Assignment or Sublease. Tenant is authorized to provide commercial aircraft storage within Hangar A without prior written approval of the City. Tenant shall not assign or sublease any other purpose or use his or her interest in the Agreement without express written approval of the City.

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

10.3 Subordination. The Agreement shall be subordinate to the provisions of any existing or future agreement between City 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.

10.4 Entire Agreement. The Agreement constitutes the entire agreement and understanding between the parties, and as of its effective date supersedes all prior or independent contracts or agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

10.5 Headings. Section titles and paragraph titles of the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, augment, or describe the scope, content, or intent of any provision of the Agreement.

10.6 Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire agreement shall not be void, but the remaining provisions shall continue in effect nearly as possible in accordance with the original intent of the parties.

10.7 Force Majeure. Neither City, nor Tenant, shall be deemed to be in violation to the Agreement if either is prevented from performing any of its obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage, or any other circumstances for which it is not responsible, or which are not under its control, provided; however, that this paragraph does not apply to failure by Tenant to pay the rentals, fees, taxes, and charges set forth herein. In any such case a prompt written notice shall be given to the other party of the existence of such causes and of readiness to resume performance upon the removal, or non-existence thereof.

10.8 Governing Law, Venue, and Attorney's Fees. The Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any state law action brought hereunder shall be Nassau County, Florida. Venue for any federal action brought hereunder shall be the U.S. District Court, Middle District of Florida, Jacksonville Division. In the event of any litigation between the parties regarding the breach and/or enforcement of the Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including at the appellate court level, from the non-prevailing party as determined by a court of competent jurisdiction.

10.9 Waiver. The waiver by either party of any covenant or condition of the Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

10.10 Successors Bound. The Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, and successors of the parties hereto.

10.11 Radon Gas Notice. Pursuant to Florida Statutes Section 404.056(8), City hereby makes, and Tenant hereby acknowledges, the following notification:

a. 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.

b. City makes no representation or warranty with respect to the presence or absence of radon on the Rented Premises, and Tenant shall undertake such inspection or testing as it deems

necessary or convenient to assure itself as to the presence or absence of radon.

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

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

CITY OF FERNANDINA BEACH, FL

ADVANCED AERO TECHNOLOGIES, LLC

By: Dale Martin
Its: City Manager

By:
Its:

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" Hangar B Lease Area — Sketch or Drawing of Lessee's Rented Premises as approved by City

Exhibit "B" Liability Insurance Certificate(s) as required under this Agreement (Note: All certificate(s) shall show that the City has been named as an additional insured)

Exhibit "C" Airport Rules and Regulations

Exhibit "D" Minimum Standards for Commercial Aeronautical Activities

Exhibit A



Hangar B Request for Proposals (RFP)

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

INTRODUCTION

The City of Fernandina Beach, Florida presents this Request For Submittals (RFP) for the **Lease of Hangar "B"**, a bulk aircraft storage hangar at the Fernandina Beach Municipal Airport (KFHB), located in Fernandina Beach, Florida. The ultimate goal for the RFP is to enhance the aeronautical and economic value for the Fernandina Beach Municipal Airport and its surrounding community.

The City will receive sealed submittals at the location stated below not later than **2:00pm, December 11, 2020**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Respondent to have its submittal 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 Responder. Submittals received after the deadline will not be considered.

RESPONDENTS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original submittal **(1 original, 5 copies and 1 electronic copy, CD or thumb drive)** must be delivered to City Hall in a sealed package, clearly marked on the outside, RFP 21-02 and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – RFP 21-02
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The Proposal shall be submitted on the specified Contact Sheet/Bid Form, hereto attached as **"Exhibit A"**. The person signing the Response Form shall have the authority to bind the proposer to the Submittal. All information on the Submittal form shall be provided, or the Submittal may not be accepted.

The competitive sealed Proposal shall be accompanied by a **"Public Entity Crimes"**, herein provided as **"Exhibit B"**, **"Drug-Free Workplace Certification"** herein provides as **"Exhibit C"**, **"E-Verify Statement"** herein provided as **"Exhibit D"**, **"Proposer Acknowledgements and Agreements"**, herein provided as **"Exhibit E"**, **"Conflict of Interest"**, herein provided as, **"Exhibit F"**, **"Non-Collusion Affidavit"**, herein provided as **"Exhibit G"** and **"Dispute Disclosure"**, herein provided as **"Exhibit H"**.

KFHB is situated on approximately 850 acres on Amelia Island (population 32,199) roughly three miles south of the downtown historic district of Fernandina Beach, and less than two miles from Amelia

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Island’s beautiful beaches, hotels, bed and breakfasts, vacation rentals, and resort accommodations.

KFHB is a 24/7 general aviation airport with approximately 47,000 annual operations and 56 base-assigned aircraft. The airport maintains three separate runways:

1. Runway 4/22 is an asphalt runway 5,300’ in length and 100’ in width with MIRLS and an LPV procedure serving the runway.
2. Runway 9/27 is a concrete runway 5,001’ in length and 100’ in width with MIRLS.
3. Runway 13/31 is an asphalt runway 5,152’ in length and 100’ in width with MIRLS and an LPV procedure serving the runway.

The airport offers a privately-operated Fixed Base Operator (FBO) that offers 100LL and Jet-A fuel. A 100LL self-serve fueling station is located on the airport as well. Nine t-hangar facilities, owned and managed by the airport, are currently full with plans and grant funding programmed to build additional t-hangars in 2020/2021 to meet the growing demand of the airport’s current waiting list for hangar space. The current waiting list has seventy individuals awaiting hangar space, and the list continues to grow each week.

RFP PROCESS AND LEASE SCHEDULE

The following is an anticipated scheduled of events concerning the RFP process, but is subject to change:

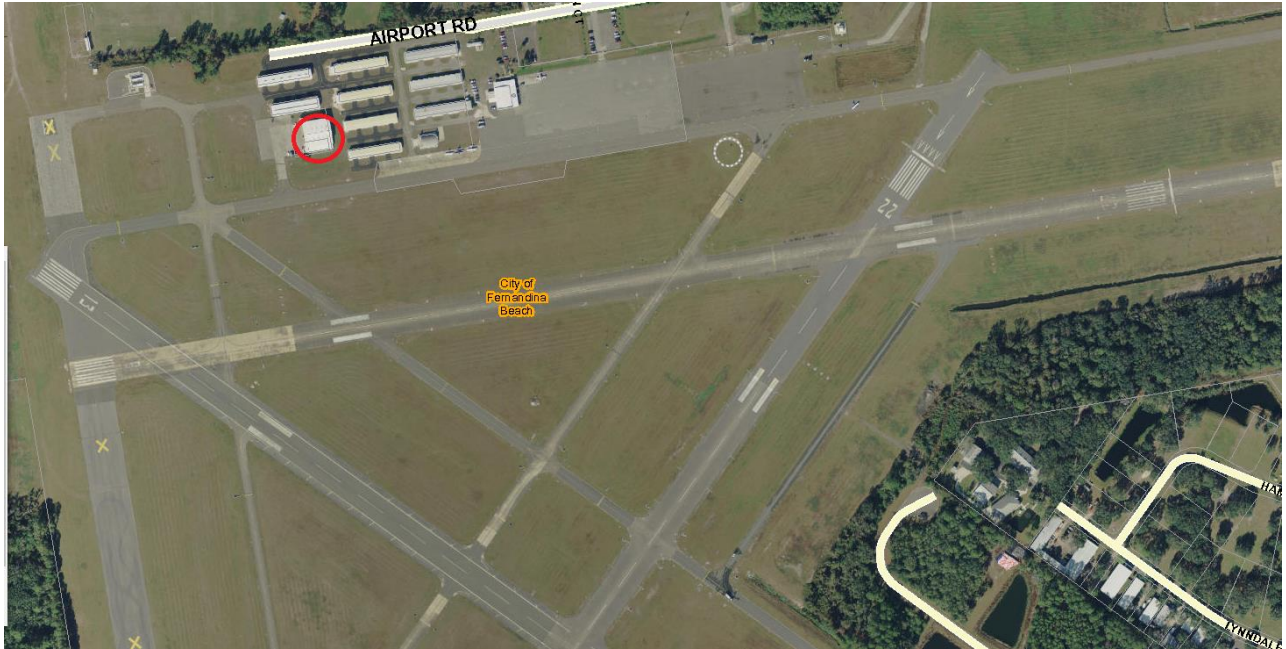
<u>Activity</u>	<u>Date</u>
Distribution of RFP	November 2, 2020
Pre-Response Site Visit (optional)	November 30, 2020 Scheduled Individually
Deadline for Questions	December 2, 2020
RFP Response Deadline	December 11, 2020
Evaluation Committee Scoring	December 18, 2020

HANGAR “B” FACILITY AND LEASED PREMISES DESCRIPTION

Hangar “B” was constructed in 1993 and is a City-owned hangar with office and aircraft storage facilities. This hangar is a pre-engineered metal building structure of prefabricated corrugated metal wall and roof panels with metal wide flange ridged frame columns and rafters including metal grits and purlins. The total building footprint is approximately 104 feet wide x 120 feet long totaling approximately 12,770 square feet. From the total footprint area approximately 10,500 square feet is hangar area and the remaining 2,270 square feet is comprised of support areas including offices, shops and storage rooms. A hangar apron footprint area will be negotiated with the successful proposer. The location of Hangar “B” on the airport is shown below, and additional photographs of the facility can be found following Exhibit H to this RFP.

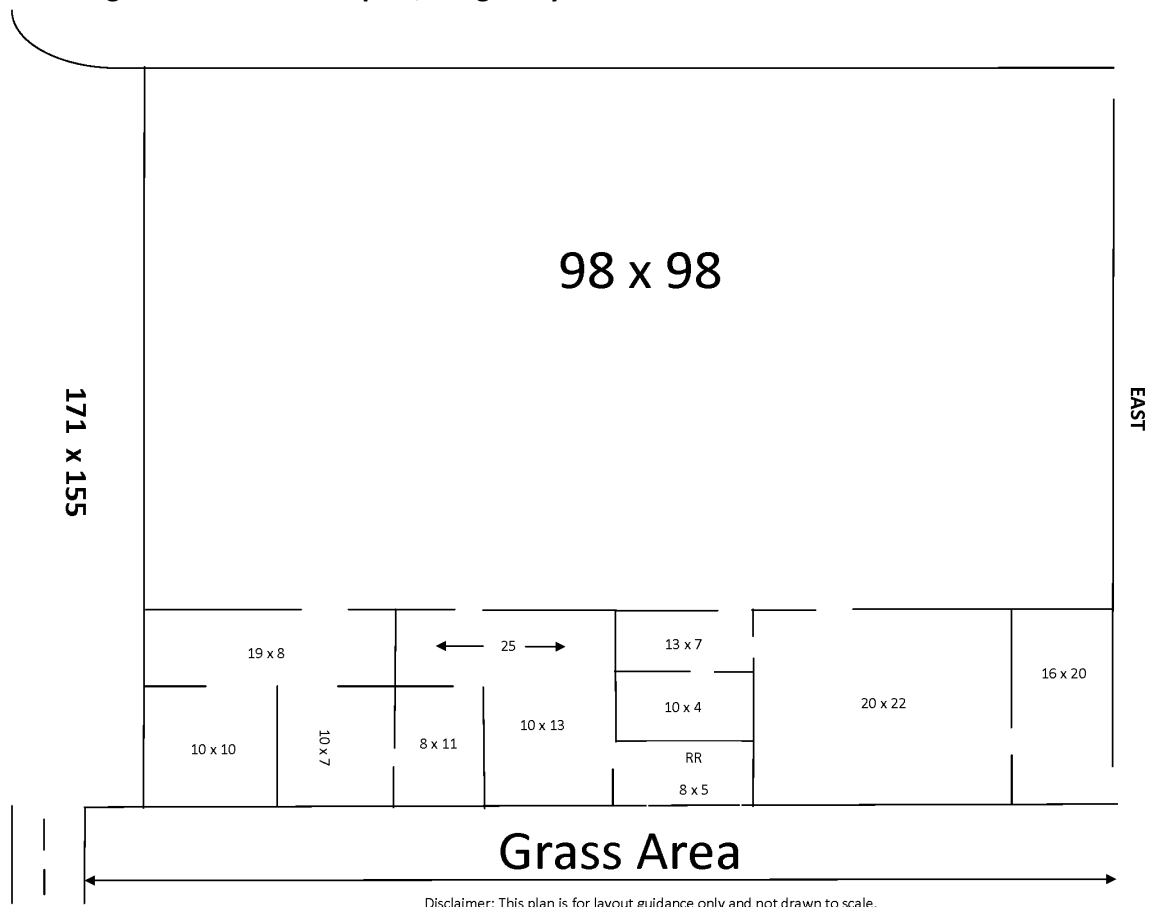
CITY OF FERNANDINA BEACH FLORIDA
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Figure 1. Hangar “B” Airport Location



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FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

Figure 2. Hangar "B" Interior Floorplan/Hangar Layout



HANGAR "B" PROPOSAL LEASE TERMS

The Fernandina Beach Municipal Airport intends to select one tenant to enter into a lease of this hangar. The available airport facilities for the selected tenant will include those mentioned in the previous section titled "Hangar "B" Facility and Leased Premise Description". Additional expected terms for this lease are outlined below:

Lease Term – The term of the lease is negotiable up to a maximum of fifteen years, and may be based upon the value of facility capital improvements proposed by the lessee within this RFP process.

Initial Base Rent – A market study complete in 2018 recommended a blended rental rate of \$4.00 per square foot for rental of this hangar, which totals 12,770 square feet as described above. This market rate would result in a monthly pre-tax rental rate of \$4,256.00 per month. Under this RFP, submitters must propose a pre-tax monthly rental rate for lease/rental of the facility. Additionally submitters are encouraged to propose facility capital improvements which may provide benefit to the airport and tenant in exchange for rent credits. The City, at its sole discretion, may accept, reject, or negotiate the proposed rate and facility capital improvements submitted under this proposal with the selected party.

Annual Rent Adjustment – The base rent outlined above is subject to annual review and adjustment in accordance with the percentage annual increase in the Consumer Price Index Urban Wage Earners

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and Clerical Workers (CPI-W)(U.S. City Average, all items indexed)(1982-84 = 100) for the full year one year prior to the calendar year of adjustment through the term of the agreement. An appraisal, market rent study, or alternative method as designated by the City may be substituted periodically for the CPI adjustment, and shall be at least four years apart.

Additional Responsibilities of Tenant – The tenant is responsible for paying any sales and property tax associated with lease of this facility. The tenant will also be responsible for paying all utility costs, to include electricity, water, sewer, and data or phone connections as deemed necessary by the tenant. Finally, the tenant will be required, by lease, to provide general maintenance and upkeep of the facility, excluding structural repairs and maintenance of structural components, through the term of the lease.

PROPOSAL REQUIREMENTS

In order to be considered responsive under this RFP, each proposal must conform to the following requirements:

1. Proposal

- a. The Proposal must incorporate identification information necessary to provide sufficient background regarding the submitting person/agency as detailed below.
 - Name, address, email, telephone, fax number and state of incorporation (if applicable)
 - If submitting under a business/corporation, the full-name, address, and title of each officer in the business.
 - A list of three references including names, relationship to individual or business agency, and telephone contact number.
 - A detailed description of the intended use for the hangar. In response, please also answer the questions below in addition to any other information which might be helpful in the consideration of the evaluation committee:
 - What would the tenant/agency do to maximize the use of the space available for aeronautical purpose?
 - Has the proposing individual/agency reviewed the Fernandina Beach Municipal Airport Minimum Standards and is that individual/agency fully understanding of the requirements to conduct the proposed aeronautical use within this hangar?
 - List any relevant experience providing commercial aeronautical service(s), while meeting the requirements of minimum standards, at this airport or at other airports.
- b. Detail the intent and capabilities/qualifications to perform the proposed aeronautical use of Hangar “B” in accordance with approved uses outlined within the Fernandina Beach Municipal Airport Minimum Standards. Proposers can submit more than one submittal for aeronautical use of the hangar. Subletting of the hangar may be authorized with written approval from the City of Fernandina Beach in accordance with the terms of the rental agreement.
- c. In accordance with Paragraph 2.02 of the airport’s minimum standards, the proposal must include financial documentation (annual balance sheets and related) to demonstrate the

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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 to indicate the commercial aeronautical operator’s ability to operate the contemplated operations, once initiated.

- d. The City of Fernandina Beach will consider submittals to make capital improvements to Hangar “B” for potential reduction of rent payments (rent credits). Identify any proposal to make capital improvements to Hangar “B” that you wish for the City of Fernandina Beach to consider in exchange for rent credits.

EVALUATION CRITERIA

Submittals shall be reviewed and evaluated by an Evaluation Committee. Submittals will be evaluated utilizing the following criteria to score each proposal.

<u>Criteria</u>	<u>Maximum Points</u>
Benefit to Airport of Proposed Use/Uses of Hangar “B”	25%
Qualifications, Demonstrated Experience and References	25%
Financial Capability and Resources	25%
Benefit to Airport of Proposed Capital Improvements	25%

CONTACT

Any questions regarding this RFP solicitation should be directed to Ms. Wanda Weeks, Purchasing Agent at wweeks@fbfl.org and Mr. Nathan Coyle, Fernandina Beach Municipal Airport Manager at ncogle@fbfl.org. Questions must be received no later than December 2, 2020.

FIRMS are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this Request or to influence the outcome of the selection.

ADDENDA

Responses to questions considered material to the RFP solicitation will be distributed via formal addenda and posted to the City of Fernandina Beach’s website; www.fbfl.us, Bid Posting web page and to the DemandStar website www.demandstar.com. It is the FIRM’S responsibility to check the City’s website for Addenda prior to submitting their proposal. The deadline for questions is five days before submittal opening.

If there is an Addendum it becomes part of the original RFP and it will be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or firm submitting the proposal. **Failure to acknowledge receipt of any addenda may result in rejection of the submittal.**

FIRMS are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

HANGAR “B” AND AIRPORT TOUR (OPTIONAL)

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All interested parties may schedule and attend an optional site visit to tour the airport and Hangar "B" facilities. Optional site visits may be scheduled to occur up to **November 30, 2020**. The Fernandina Beach Municipal Airport reserves the right to provide answers to any questions during the tour in writing and to provide those answers to any and all interested parties via Addendum.

CONTRACT REQUIREMENTS

Any agency awarded this contract must, upon notification of award, apply for registration with the Florida Secretary of State's Office to do business in the State of Florida, if not already so registered. The City of Fernandina Beach Municipal Airport **will NOT execute a contract** until an agency or corporation is registered with the Secretary of State's Office.

The agency awarded this rental agreement must procure and maintain, during the term of the agreement, insurance of the types and minimum limits set forth as determined by Fernandina Beach Municipal Airport Minimum Standards and outlined in the written agreement between City of Fernandina Beach and the awarded agency. Such insurance must show on their face that the individual/agency is a named insured and must include the City of Fernandina Beach, its officers, agents, employee and volunteers as "Additional Insured" under its policies and must be endorsed to the applicable policy.

All submittals become the property of City of Fernandina Beach upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the proposer. The City of Fernandina Beach reserves the right to reject any and all submittals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFP in part or in its entirety if it is in the best interests of the airport. This solicitation of submittals in no way obligates City of Fernandina Beach to award a contract.

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

1. **PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL will be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Proposal Form, attached hereto as "Exhibit A", must be used when submitting your REQUEST FOR PROPOSAL.
 - b. All information required by the Contact Sheet/Proposal Form must be furnished. The Proposer must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices must be shown and where there is an error in extension of price, the unit price will govern.
 - d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
 - e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Proposers must make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
 - i. Deliveries are to be made during regular business hours.
 - j. Proposals and Proposal prices must be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
2. **SUBMISSION OF PROPOSAL**
 - a. Proposals and changes thereto must be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal opening and the material or service must be placed on the outside of the envelope.
 - b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.
3. **REJECTION OF PROPOSAL**
 - a. The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.
4. **WITHDRAWAL OF PROPOSAL**
 - a. Proposals may not be withdrawn after the time set for the opening for a period of time as specified.
 - b. Proposals may be withdrawn prior to the time set for the opening. Such request must be in writing.

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5. LATE PROPOSAL

- a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Proposers must comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

7. AWARD OF REQUEST FOR PROPOSAL

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Proposer will result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement will be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City will not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

- a. If Proposal is less than \$100,000 no Proposal Bond or Payment and Performance Bond required.

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

- b. If Proposal is greater than \$100,000 and is for material only, a Proposal Bond is required but no Payment and Performance Bond is required.
- c. If Proposal is \$100,000 - \$200,000, and is for services, a Proposal Bond is required but no Payment and Performance Bond is required.
- d. If Proposal is greater than \$200,000, and is for services, Proposal Bond and Payment and Performance Bond is required.

PROPOSAL BOND:

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer must enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond must be for an amount not less than five percent (5%) of the Proposal price and must be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Proposer, Proposer will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Proposer must forfeit its proposal security.
Payment and Performance Bond must be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.
The following exceptions to proposer providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security must be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security must be in the amount of the proposal.

10. PUBLIC INFORMATION

- a. All information contained in this Proposal is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Proposers to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that FIRM/LESSOR is an independent Contractor. FIRM/LESSOR 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 FIRM/LESSOR, its officers, employees, agents, and representatives. FIRM/LESSOR's liability hereunder must 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 FIRM/LESSOR against the CITY and FIRM/LESSOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will 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.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the FIRM/LESSOR must, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, will mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their

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- officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars.
 - D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) dollars minimum per occurrence.
 - E. During the term of this agreement, (if applicable) the FIRM/LESSOR will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the FIRM/LESSOR. The amount of insurance must not be less than One Million (\$1,000,000) Dollars per occurrence and aggregate.
 - F. Loss Deductible – If the insurance of any FIRM/LESSOR contains deductible(s), penalty(s) or self-insured retention(s), the FIRM/LESSOR
Whose insurance contains such provision(s) must be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
 - G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense must furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and will contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
 - H. The above insurances must each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
 - I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

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- J. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which will be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials must contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor must be required to maintain limits of liability of not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder must be made by the City to FIRM/LESSOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, FIRM/LESSOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, FIRM/LESSOR may not participate in the proposal if FIRM/LESSOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. FIRM/LESSOR must include copy of search results with bid or proposal.

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out

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period. All questions and procedural matters must be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

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EXHIBITS

EXHIBIT "A"	Contact Sheet/Proposal Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure

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EXHIBIT "A"
CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

FIRM 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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
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EXHIBIT "B"

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 proposal 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, must 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 must 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

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otherwise transacts or applies to transact business with a public entity. The term "person" 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 FIRM 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 FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM 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 _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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RFP 21-02
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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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 FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "E"

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: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "F"

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 _____.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

Signature

Date:

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
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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 _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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 _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Responder, firm or person to submit a collusive or sham Proposal 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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 _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "H"

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 firm 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 firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES___ NO___

Has your firm 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 firm 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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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HANGAR "B" PHOTOGRAPHS



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Hangar "B" – Office (one of multiple interior offices)



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Hangar "B" – Storage Shop Facility



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Hangar "B" – Break Room



A-Cent Aviation Submittal



A-Cent Aviation, Inc.
9300 Normandy Blvd., Suite 503
Jacksonville, FL 32221
(904) 207-6502



December 10, 2020

RE: Proposal for RFP 21-02
Fernandina Beach Municipal Airport, Lease of Hangar "B"

We are submitting this bid for Hangar "B" located at Fernandina Beach Municipal Airport in Florida. The requested details and information is as follows, to wit:

Name: A-Cent Aviation, Inc.
Address: 9300 Normandy Blvd., Suite 503
Jacksonville, FL 32221
Email: ACentAviation@gmail.com
Telephone: (904) 207-6502
Facsimile: (904) 378-3259

State of Incorporation: Colorado (and registered with the State of Florida as a Foreign Profit Corporation)

A-Cent Aviation's Officers:

Name: Donnell J. Vigil
Title: CEO
Address: 9300 Normandy Blvd., Suite 503
Jacksonville, FL 32221

References:

Name	Relationship to Business	Telephone
Steve Brydges, CPA w/Brydges CPA	A-Cent's Certified Public Accountant	(724) 980-9960
Nicholas Hooten, A&P, IA w/Federal Aero Maintenance	Aircraft Maintenance	(407) 201-0051
Stephanie Irvin, A w/Skyward Aviation Services	Aircraft Maintenance	(904) 705-6646

Intended use of Hangar:

A-Cent Aviation intends to use the Hangar and its offices to conduct flight training under its FAA Part 61 flight school and its FAA Part 141 Air Agency certification. A-Cent also intends to conduct Air Tours under its FAA Part 91 Commercial Air Tour Operation. We will offer ground school courses as well.

www.A-CentAviation.com

A-Cent plans to bring two to three (2-3) aircraft to utilize for these operations. However, we are willing to adjust fleet size based on requirements.

A-Cent intends to renovate the office spaces and bring them to an operable condition.

Considering the hangar does not have public access we are willing escort all guests from public access areas. This ensures the public's safety as well as airport compliance.

A-Cent will benefit the City of Fernandina Beach in a variety of ways. With Amelia Island being a unique and historical community, A-Cent will collaborate with the Amelia Island Museum of History, the Chamber of Commerce and many local businesses to ensure that the historical facts and sights are recognized during our Air Tours. We will present the City of Fernandina to visitors and the local community in a manner that will truly highlight the remarkable amenities Amelia Island has to offer. The local community will have a new way to show off their home town to guests, friends and family. In addition, we will provide a new and unique way to celebrate a special occasion with our sightseeing romance flights.

A-Cent is excited to contribute to the local aviation community by providing necessary recurrence and add-on training for pilots. We intend to continue to utilize services from current aviation operators on the field.

A-Cent will offer destination training flights which will present a new way to get training accomplished while traveling to different locations. This method of training allows the student to travel for work or pleasure during the logging of flight training time.

Potential Future Growth:

A-Cent if permitted would like to incorporate in the future an FAA testing site which only requires three (3) computer stations.

A-Cent is awaiting its FAA 135 certification for Charters which will be a single pilot, single aircraft operation to start.

A-Cent is finalizing its Veteran Affairs approval to accept VA benefits for flight training.

➤ **What would the tenant/agency do to maximize the use of the space available for aeronautical purposes?**

A-Cent is willing to accommodate bulk hangar tenants that currently reside in the hangar or new tenants as necessary. A-Cent is willing to sublease a portion of the offices and/or hangar space with other aviation related operators.

➤ **Has the proposing individual/agency reviewed the Fernandina Beach Municipal Airport Minimum Standards and is that individual/agency fully understanding of the requirements to conduct the proposed aeronautical use within this hangar?**

Yes, we have reviewed the Fernandina Beach Municipal Airport Minimum Standards. We are fully in compliance and meet all the necessary requirements.

- **List any relevant experience providing commercial aeronautical service(s), while meeting the requirements of minimum standards, at this airport or at other airports.**

A-Cent Aviation, Inc. ("A-Cent") was incorporated on August 29, 2001 in Colorado Springs, CO. A-Cent relocated to Jacksonville, FL on November 7, 2011. We currently are enrolled in a Drug Consortium requiring an initial drug screening at hire and random drug screenings thereafter. A-Cent staff maintains compliance with TSA Safety Awareness training and with our current field at Herlong Airport (KHEG).

A-Cent continues to meet and exceed FAA requirements and standards in our flight operations. We have successfully earned our FAA Part 141 and FAA Part 91 certifications. A-Cent is proud of its impeccable safety history.

A-Cent staff has the necessary training and experience to operate in and around aircraft as well as performing moving and storage of aircraft on and around the airfield.

Detailed capabilities/qualifications to perform the proposed aeronautical use of Hangar "B:

A-Cent is a small aviation operation that prides itself on personal professional flight training and flight experiences. We are a fun, friendly and honest group that consider ourselves like a family.

A-Cent conducts flight training under its FAA Part 61 flight school, its FAA Part 141 Air Agency certifications and Air Tours under its FAA Part 91 Commercial Air Tour Operation. We believe A-Cent will be a great addition to the City of Fernandina Beach as we currently have a number of customers that travel to us from Fernandina Beach and surrounding areas to utilize our services.

A-Cent's Chief Flight Instructor, John Nayfack has over twenty-eight (28) years of experience in general aviation flight training and charter operations. He served twenty (20) years as a Navy Pilot before retiring in 1992.

A-Cent's CEO, Ms. Donnell J. Vigil has over fourteen (14) years of experience in aviation and over twenty-five (25) years in the corporate arena. Ms. Vigil graduated from Metropolitan State University in Denver, Colorado with a Bachelor of Science Degree in Criminal Justice/Criminology and attended graduate school at Friends University in Wichita, Kansas in its Organization Development Masters' program. She has successfully guided and led all A-Cent's endeavors and looks forward to a bright future for our operations.

A-Cent has twelve (12) flight instructors, three (3) ground support staff, three (3) aircraft maintenance staff and ten (10) aircraft current at our operation at Herlong Airport (KHEG). We project to have one to two (1-2) ground support staff, one to two (1-2) flight instructors/commercial tour pilots based at Fernandina Beach Municipal Airport (KFHB). Other support staff will be available as required to conduct flight operations.

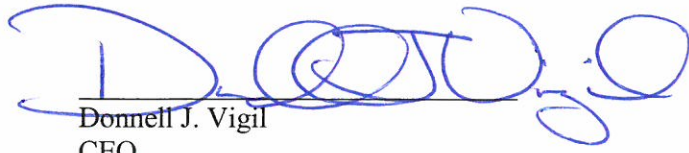
Additional Notes & Recognitions:

A-Cent is proud to be represented by five (5) star reviews on multiple online sources, such as Google (<https://bit.ly/3oGw2AL>), Yelp (<https://www.yelp.com/biz/a-cent-aviation-jacksonville-5>), Facebook (<https://www.facebook.com/ACentAviation/reviews/>) and many more.

A-Cent was recognized as 2nd on the list of 5 Great Jax Date Ideas. (<http://coastaljax.com/whyjax/jaxlists/jax-dates/4/>). A-Cent was selected by First Coast Living as a 2017 & 2018 Santa Stop and filmed a highlight of our operations on ABC's First Coast News station. (<https://www.firstcoastnews.com/video/news/local/first-coast-living/fcl-friday-december-1st-a-cent-aviation/77-2819213>).

Thank you for your time and consideration. We look forward to hearing from you.

A-CENT AVIATION, INC.



Donnell J. Vigil
CEO

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "A"
CONTACT SHEET

Name: A-Cent Aviation, Inc.

Federal Taxpayer ID: 84-1605734

Mailing Address: 9300 Normandy Blvd., Suite 503

City, State, & Zip Code: Jacksonville, FL 32221

Telephone: 904-207-6502 Fax: 904-378-3259

Email: ACentAviation@gmail.com

Submitted By: Donnell J. Vigil

Title: CEO

FIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Donnell J. Vigil Title: CEO

Email Address: ACentAviation@gmail.com Phone: 904-207-6502

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "B"

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 RFP-21-02-0-2021/WW.
2. This sworn statement is submitted by (entity) A-Cent Aviation, Inc. whose business address is 9300 Normandy Blvd., Ste 503, Jacksonville, FL 32221 and (if applicable) Federal Employer Identification Number (FEIN) is 84-1605734 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Donnell J. Vigil and my relationship to the entity named above is CEO.
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 proposal 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, must 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 must 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

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

otherwise transacts or applies to transact business with a public entity. The term "person" 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 FIRM 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 FIRM list. (Please attach a copy of the final order.)

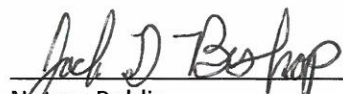
_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)



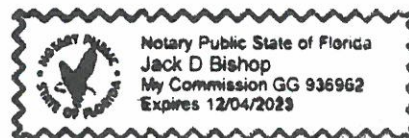
Signature Date: 12/10/2020

STATE OF FLORIDA
COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Donnell J. Vigil who, after first being sworn by me, affixed his/her signature at the space provided above on this 10th day of December, 2020, and is personally known to me, or has provided Florida DL - V240-170-75-589-0 as identification.



Notary Public
My Commission expires: 12/04/23



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

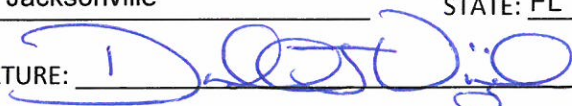
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: A-Cent Aviation, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32221

SIGNATURE:  PHONE: 904-207-6502

NAME (TYPED OR PRINTED): Donnell J. Vigil TITLE: CEO

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: RFP-21-02-0-2021/WW

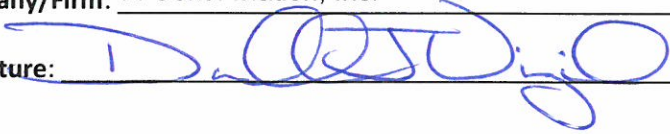
Project Description: A-Cent Aviation, Inc. proposes to conduct Air Tours, Flight Training, and
Aircraft Rental at Fernandina Beach Municipal Airport.

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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 FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: A-Cent Aviation, Inc.

Authorized Signature: _____

Title: CEO

Date: 12/10/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

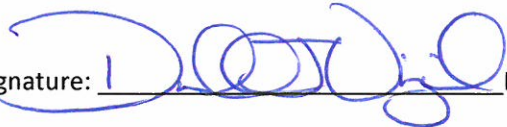
EXHIBIT "E"

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: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Donnell J. Vigil Title: CEO

Signature:  Date: 12/10/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "F"

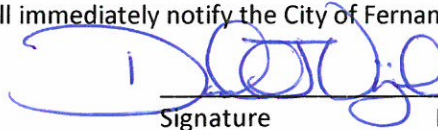
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP-21-02-0-2021/WW

This sworn statement is submitted by (entity) A-Cent Aviation, Inc. whose business address is 9300 Normandy Blvd., Ste 503, Jacksonville, FL 32221 and (if applicable) Federal Employer Identification Number (FEIN) is 84-1605734 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Donnell J. Vigil and my relationship to the entity named above is CEO.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

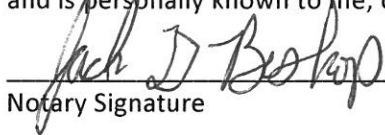


Signature Date: 12/10/2020

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

STATE OF FLORIDA
COUNTY OF DUVAL

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 10th day of December, 2020, and is personally known to me, or has provided Florida DL - V240-170-75-589-0 as identification.



Notary Signature

My Commission expires: 12/04/23

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "G"

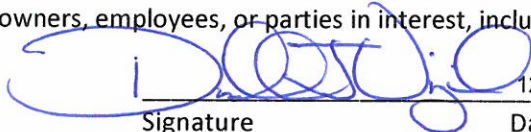
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP-21-02-0-2021/WW.

This sworn statement is submitted by (entity) A-Cent Aviation, Inc. whose business address is 9300 Normandy Blvd., Ste 503, Jacksonville, FL 32221 and (if applicable) Federal Employer Identification Number (FEIN) is 84-1605734 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

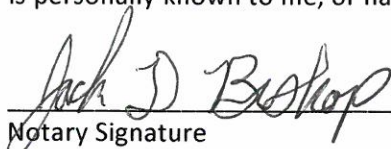
My name is Donnell J. Vigil and my relationship to the entity named above is CEO.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Responder, firm or person to submit a collusive or sham Proposal 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

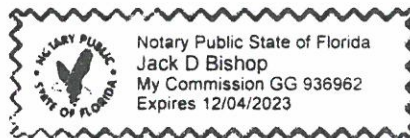

Signature _____ Date: 12/10/2020

STATE OF FLORIDA
COUNTY OF DUVAL

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 10th day of December, 2020, and is personally known to me, or has provided Florida DL - V240-170-75-589-0 as identification.


Notary Signature

My Commission expires: 12/04/23



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "H"

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 firm 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 X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES___ NO X

Has your firm 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 firm provides in the regular course of business?

YES___ NO X

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.

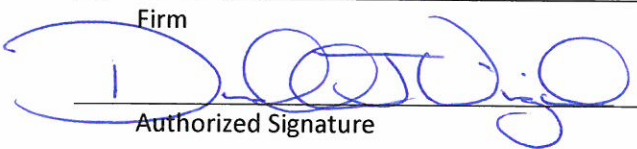
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

A-Cent Aviation, Inc.

12/10/2020

Firm

Date


Authorized Signature

Donnell J. Vigil, CEO

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Bent Wing Flight Services Submittal



RFP 21-02 RESPONSE & PROPOSAL

FERNANDINA BEACH MUNICIPAL AIRPORT
LEASE OF HANGAR "B"

1. Proposal

a. The Proposal must incorporate identification information necessary to provide sufficient background regarding the submitting person/agency as detailed below.

- Name, address, email, telephone, fax number and state of incorporation (if applicable)
 - 8 Flags Aviation, LLC doing business as Bent Wing Flight Services
 - 680 Airport Rd, Fernandina Beach, FL 32034
 - Brian Echard, Managing Member
 - 904-849-4321 – bdechard@gmail.com
 - A Florida Corporation
- If submitting under a business/corporation, the full-name, address, and title of each officer in the business.
 - Brian David Echard, PO Box 511, Fernandina Beach, FL 32035; Managing Member
 - Kathryn Ann Echard, PO Box 511, Fernandina Beach, FL 32035; Member
- A list of three references including names, relationship to individual or business agency, and telephone contact number.
 - AvFuel Corporation – Tom Owen, Vendor – 734-663-6466
 - Farmand, Farmand & Farmand Certified Public Accountants - Brandon Farmand – CPA- 904-261-0114
 - Regions Bank - Kristina Dill, Bank Manager – 904-321-8571
- A detailed description of the intended use for the hangar. In response, please also answer the questions below in addition to any other information which might be helpful in the consideration of the evaluation committee:
 - What would the tenant/agency do to maximize the use of the space available for aeronautical purpose?

Bent Wing Flight Services proposes two aeronautical uses of Hangar “B” as outlined below:

Use #1 – 2/3 of the bulk hangar square footage will be allocated to aircraft storage for based and transient aircraft at KFHB.

Use #2- Office space will be renovated and offered along with 1/3 of the bulk hangar space for a future flight school and/or turbine maintenance provider.

The FBO is in discussion with a potential flight school that needs office space and aircraft storage to start a small operation with one or two aircraft at KFHB. The flight

school customers will utilize the FBO terminal for training and access to the ramp. No flight school customer access to Hangar B will be required.

8 Flags has also had conversations with an Aircraft Maintenance Provider who could provide part-time turbine maintenance if hangar space and office space were available. Currently, there is no turbine maintenance available at the Airport and 8 Flags believes that this service will be needed in the long term as turbine operations increase at the Airport.

- Has the proposing individual/agency reviewed the Fernandina Beach Municipal Airport Minimum Standards and is that individual/agency fully understanding of the requirements to conduct the proposed aeronautical use within this hangar?

8 Flags Aviation has reviewed the Fernandina Beach Municipal Airport Minimum Standards and fully understands the requirements.

- List any relevant experience providing commercial aeronautical service(s), while meeting the requirements of minimum standards, at this airport or at other airports.

8 Flags Aviation has been operating under the FBMA Minimum Standards Section 3.0 as a Fixed Based Operator since April 1, 2018.

- b. Detail the intent and capabilities/qualifications to perform the proposed aeronautical use of Hangar “B” in accordance with approved uses outlined within the Fernandina Beach Municipal Airport Minimum Standards. Proposers can submit more than one submittal for aeronautical use of the hangar. Subletting of the hangar may be authorized with written approval from the City of Fernandina Beach in accordance with the terms of the rental agreement.

8 Flags Aviation is a successful Fixed Based Operator at the Fernandina Beach Municipal Airport and is uniquely qualified to perform the aeronautical uses planned for Hangar B.

Utilizing Hangar B as a bulk hangar storage requires certain standards outlined in the Minimum Standards Section 4.08 – “Aircraft Hangar Storage”. 8 Flags already meets all minimum standard requirements including staffing and all insurance requirements.

This includes professionally trained staff to provide ground handling services. 8 Flags has Safety Certified Flight Technicians and the necessary ground equipment to safely move aircraft in and out of Hangar B. As the current FBO on the field, 8 Flags

has staff available Monday – Sunday, 7AM-7PM. 8 Flags also provides after hours services.

- c. In accordance with Paragraph 2.02 of the airport’s minimum standards, the proposal must 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 to indicate the commercial aeronautical operator’s ability to operate the contemplated operations, once initiated.

See Exhibit I

- d. The City of Fernandina Beach will consider submittals to make capital improvements to Hangar “B” for potential reduction of rent payments (rent credits). Identify any proposal to make capital improvements to Hangar “B” that you wish for the City of Fernandina Beach to consider in exchange for rent credits.

Hangar “B” has a lot of deferred maintenance from previous tenant leases and currently needs significant capital improvements to enable a long-term successful lease agreement.

8 Flags proposes the following capital improvement contribution to be exchanged in the form of rent credits to be negotiated as part of a long-term lease:

1. Office Space. 8 Flags will contribute up to \$30,000 for the renovation of the approximately 1,980 square feet of office space. Improvements would include:
 - Demo interior walls
 - Tear out sheetrock, provide new insulation and drywall
 - Renovate bathroom and plumbing
 - Install new flooring
 - Install new ceiling
2. Bulk Hangar Improvements. 8 Flags will contribute up to \$50,000 for improvements to the approximately 10,000 square feet of hangar space. Improvements would include:
 - Repair or replace damaged purlins of hangar
 - Remove rust and repaint sections of interior and exterior of hangar
 - Make repairs to improve hangar door

8 Flags proposes to work with Airport Management to determine the best uses of capital improvement contribution and acknowledge that both parties will need to agree in determining which improvements are the highest priority in benefitting the long-term use of the lease agreement.

Lease Term and Rent Proposal:

8 Flags Aviation proposes an initial lease term of 15 years, with optional renewal extensions that would correlate to the FBO lease agreement between the City of Fernandina Beach and 8 Flags Aviation, LLC dated October 20, 2015.

Proposed Initial Rental Rate:

Rent methodology - 8 Flags has analyzed Hangar B and the necessary capital improvements that we believe are needed to make this hangar a long-term asset for the City as well as the Lessor.

Hangar B is similar to Hangar A, however Hangar A has a better site location with general public access that allows the existing tenant to generate additional revenue that is not possible to generate with Hangar B.

Hangar A also benefits from 5,120 more square footage, a larger aircraft ramp, and a fire-sprinkler system. In addition, Hangar A has outside the fence parking which generates additional revenue for the tenant in the form of RV, Boat and Auto parking fees. The City currently leases Hangar A to a maintenance provider for \$4,000.00/month (\$48,000 year) at \$2.81 square foot.

8 Flags Aviation proposes an initial rental rate of \$2,500 per month (\$30,000/year) at \$2.50 square foot, adjusting annually with CPI. We believe this rate is comparable to the lease rate for Hangar A, when adjusted for the lack of public access and decreased revenue opportunities at Hangar B.

8 Flags is offering an \$80,000 allowance in capital improvements for Hangar B. We believe that this investment will add long-term value to the hangar and fix the deferred maintenance issues that exist.

8 Flags will work with the Airport Manager to determine how best to utilize this allowance and negotiate a time frame in which to recoup the investment through rent credits.

Proposal Summary

8 Flags believes this is a very strong proposal that will prove mutually beneficial to the Airport and 8 Flags. 8 Flags is proud of its history of successfully partnering with the City. This history includes providing a \$337,500 loan at 0% interest to the City to assist in the construction of the new airport terminal in 2017. In addition to financial support, 8 Flags actively participated with airport management in the multi-year long airport terminal project, from initial concept, building design and interior design, through construction completion. The project resulted in improved facilities and increased revenues to the Airport. 8 Flags has an excellent working relationship with the Airport Manager and the City.

Hangar B's history has been marred by tenant leases that accumulated bad debt which resulted in significant revenue losses to the Airport. In contrast, 8 Flags is a financially strong company with local ownership that has significantly invested in the future growth of the Airport. 8 Flags' has the ability and determination to make improvements to Hangar B that will provide long-term benefits and financial stability to this asset that is owned by the City.

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBITS

EXHIBIT "A"	Contact Sheet/Proposal Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure
EXHIBIT "I"	Balance Sheet

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "A"
CONTACT SHEET

Name: 8 Flags Aviation, LLC d/b/a Bent Wing Flight Services

Federal Taxpayer ID: 46-3413289

Mailing Address: PO Box 511

City, State, & Zip Code: Fernandina Beach, FL 32035

Telephone: 904-849-4321 Fax: N/A

Email: bdechard@gmail.com

Submitted By: Brian Echard

Title: Managing Member

FIRM Accepts Credit Cards*: Yes*

Accounting Contact:

Name: Brian Echard Title: Managing Member

Email Address: bdechard@gmail.com Phone: 904-849-4321

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "B"

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 RFP 21-02.
2. This sworn statement is submitted by (entity) 8 Flags Aviation, LLC whose business address is 680 Airport Rd, Fernandina Beach, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 46-3413289 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:_____.)
3. My name is Brian Echard and my relationship to the entity named above is Managing Member.
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 proposal 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, must 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 must 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

FERNANDINA BEACH MUNIPAL AIRPORT, LEASE OF HANGAR "B"

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: 8 Flags Aviation, LLC

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

SIGNATURE:  PHONE: 904-849-4321

NAME (TYPED OR PRINTED): Brian Echard TITLE: Managing Member

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: RFP 21-02

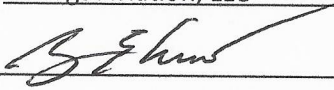
Project Description: Fernandina Beach Municipal Airport, Lease of Hangar "B"

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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 FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: 8 Flags Aviation, LLC

Authorized Signature: 

Title: Managing Member

Date: 12/17/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "E"

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: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Brian Echard Title: Managing Member

Signature:  Date: 12/7/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 21-02

This sworn statement is submitted by (entity) 8 Flags Aviation, LLC whose business address is 680 Airport Rd, Fernandina Beach, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 46-3413289 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:_____.)

My name is Brian Echard and my relationship to the entity named above is Managing Member.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

Brian Echard
Signature

12/17/20
Date:

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

STATE OF FLORIDA

COUNTY OF Nassau

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 7th day of Dec., 2020, and is personally known to me, or has provided FL DL as identification.

R Collins
Notary Signature

My Commission expires: 6/18/2022



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "H"

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 firm 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 X _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X _____

Has your firm 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 firm provides in the regular course of business?

YES _____ NO X _____

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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

8 Flags Aviation, LLC

Firm

12/7/20

Date



Authorized Signature

Brian Echard, Managing Member

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Advanced AeroTechnologies Submittal

City of Fernandina Beach Florida

RFP 21-02

Fernandina Beach Municipal Airport, Lease of Hangar "B"

From:

Advanced AeroTechnologies, LLC
3990 Centurion Way
Fernandina Beach, FL 32034

Prepared for:

City of Fernandina Beach
Attn: City Clerk's Office - RFP 21-02
204 Ash Street
Fernandina Beach, FL 32034

Our Company

City of Fernandina Beach,

Advanced AeroTechnologies, LLC is pleased to offer this proposal for our leasing of Hangar "B" at the Fernandina Beach Municipal Airport. We are a successful aircraft avionics and maintenance company with locations in South Dakota, Colorado, and right here in Fernandina Beach, FL. We have operated on the airport in Fernandina for several years now on a sub-lease in Hangar "A". We find the need to occupy our own space to grow our business in the Florida area. Our proposal will outline our strengths as a business and how we feel we can not only help bring Hangar "B" up to date and more professional in appearance, but how we can also enhance the airport offerings to the flying public and generate more traffic and ultimately more revenue for the airport.

Advanced AeroTechnologies, LLC is a Florida registered company with its office currently at 3990 Centurion Way Fernandina Beach, FL 32034. Our phone numbers are currently 970-373-3295 and 970-590-0906. Our company correspondence email is info@advancedaerotech.com. Our company is an LLC with owners George Aikens 22250 CR 62 Greeley, CO 80631 and Advanced AeroTechnologies Group, LLC 631 Buss Ave Greeley, CO 80631. We are providing the following three references to speak to our long history of maintaining an airport lease and high-level dealerships in the avionics industry.

1. James Buck Aspen Avionics Sales Manager 505-288-1858
2. Cooper Anderson Greeley Airport Manager 970-397-8851
3. Toni Broom Deputy Airport Director for Finance and Administration Rapid City Airport 605-394-4195, Ext. 8

We have been a dealer for Aspen Avionics for over 10 years. We have held leases at the Greeley airport directly for hangar we own for over 15 years. We have held subleases and direct leases for owned hangars at Rapid City for over 5 years. We have made all required payments and have done extensive hangar improvements and new hangar builds during this time.

Intent of Hangar Use

Advanced AeroTechnologies intends to use the hangar primarily to provide avionics installation services and all aircraft maintenance services. We will utilize all the office space on the west side of the hangar for the support of these services. We will provide limited rental space for aircraft owners without hangar space on the airport and we intend to reach out to the FBO and negotiate a deal to allow use of a space at times when needed for transient traffic to help with their overflow. Advanced AeroTechnologies has been an avionics and aircraft maintenance facility in the US for over 15 years. We are a dealer for all the major avionics manufacturers, and we are a Garmin Platinum level dealer now for the past three years and counting. We also offer aircraft rentals at our Greeley, CO location and will look to offer the same service at the Fernandina Beach location. We have reviewed the minimum standards for Fernandina Beach Municipal Airport and we can meet those requirements for our business mix the same as we have met those standards for the past 15+ years at Greeley Airport and Rapid City Airport. We carry all the required insurances and ensure each entity that needs to be listed as additionally insured is done. We are attaching our balance sheet from 2019 and current 2020 to this proposal to show the financial ability of Advanced AeroTechnologies to be able to handle the lease rate long term. We are also attaching the invoice for updates we did to our hangar in Rapid City to show financial ability and willingness to make improvements by our parent company Advanced AeroTechnologies Group Colorado. We have designed and built and sold hangars in the past and look to continue that in Florida at the Fernandina airport. We intend to use the "Hangar B" as a base of operations for this endeavor also.

Proposal for Lease Agreement

Advanced AeroTechnologies agrees that the proposed lease rate of \$4256 per month is a fair rate based on current market rates. We have walked through the hangar and its associated offices and determined there is a fair amount of renovations required to bring the facility up to a more professional atmosphere. We would look to renovate the entire office section of the hangar over the term of the lease. We would request to exchange capital improvements for reduced monthly lease rate. We would like to engage in a lease for an initial 5-year term with a first right for two 5-year extensions subsequent. We would request the initial 5-year term lease rate be reduced to half the proposed rate for a rate of \$2128 per month in exchange for capital improvements each year on the hangar. We are projecting about \$150,000 in renovations over the first five years at an average rate of \$30,000 per year. Some years may exceed that amount while others fall short. The aggregate over the 5 years would meet or exceed the \$150,000. This rate would allow the airport and the city to realize a profit of over \$50,000 over the current lease rate over the period of the first five years. We would offer an annual walk through during this first 5-year term with the airport to go over all improvements done for the year and discuss the financial implications of the improvements. At the end of the 5-year term we can discuss and negotiate for another 5-year term with reduced lease rent and additional improvements if needed or go to the fixed monthly cost based on annual increases if any. We would begin our renovations with a walk through with a local architect/designer to get a vision to maximize the office space and create a path to updating the entire area to a more modern and functional space. We would then look to develop a design for the hangar improvements with things such as a large fan on the ceiling and some east windows to create better ventilation when the main doors are open. We have plans to create a "Greener" space with the hangar updating things like lighting to LED and installing "smart" controls to minimize energy usage. We would assume the airport/city would have the responsibility over the life of the lease for the external structure of the hangar including the roof, doors, and ramp/taxiway. We would also assume the airport/city would have the responsibility of the services to the building of water, sewer, electric, and gas if present. There is a bit of equipment left in the hangar from previous leaseholders that the airport acquired such as jacks and tugs. Advanced AeroTechnologies could use this equipment in the operation of our business. All the equipment in the hangar needs servicing and calibrations and we like to request transfer of this equipment to us and we will get all the required servicing and calibrations done at our cost.

Conclusion

Advanced AeroTechnologies has been in business in the aviation industry for over 15 years and we operate currently at three different airports. Our mix of services of avionics, aircraft maintenance, and aircraft rental brings considerable extra traffic to the airports we operate at and it will provide the same additional traffic to Fernandina. We currently already add value like this to the Fernandina airport but with our own space such as Hangar B we will be able to increase this traffic to the same level or beyond as our parent company in Colorado. The Hangar B location is deemed vital to our growth and viability in the Florida market and we look forward to working with the airport and the city to make it the best space it can be for business use. We are committed to working with the other on airport operations such as the FBO to have a mutually beneficial relationship with the hangar where possible. We are fully committed to helping the airport expand and reach its full potential. We greatly appreciate your considering our proposal for the lease of Hangar B.

ATTACHMENTS

1. Hangar improvement invoice from Rapid City build.
2. Balance sheet AATG Florida
3. Balance sheet AATG Colorado

BT Buildings

605-423-1144
sales@btbuildings.com
www.btbuildings.com



INVOICE

BILL TO

Aero Tech
Airport Rd.
Rapid City, SD 57703 USA

INVOICE # 1020**DATE 10/13/2020****DUE DATE 10/13/2020**

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Doc fees	1	1,250.28	1,250.28
	To include permitting			
	Subcontractor	1	8,610.00	8,610.00
	Electrical contractor			
	Subcontractor	1	27,000.00	27,000.00
	Plumbing contractor			
	Materials	1	15,370.23	15,370.23
	To include, commercial standard chain link, lumber, adhesives/sealants, metal trims, fixtures, doors/windows, insulation, fasteners, concrete/aggregates etc.			
	Labor	302	37.50	11,325.00
	Mobilization	2,658	0.54	1,435.32
	Valued at \$0.54 per mile			
	Overhead	18	165.63	2,981.34
	Waste disposal	3	86.15	258.45
	Profit	1	10,454.07	10,454.07
	Valued at 15% of job total			
	SD Excise Tax	1	1,463.17	1,463.17
	Discount	1	-8,459.08	-8,459.08
	-13% of profits			

We have added the convenience of Online and Mobile payments in 2020. Payments made in this matter are subject to a 3% processing fee.

PAYMENT
BALANCE DUE

71,688.78

\$0.00

Review of architectural, final building plans or site conditions may result in structural or accessory changes and may be subject to additional cost. Customer is responsible for verifying codes and loads with local building officials or counties. Signing this estimate contractually binds the client and contractor into a contract to perform services.



WESTERN CONSTRUCTION, INC

To: John Glasford

Bid Date: 11/10/2020

RE: Hanger Car Parking

Western Construction Inc. is pleased to submit the following proposal and quotation for the following work on the above-referenced project.

Base Bid

Description	Qty	Units	Unit Price	Total
Mobilization	1.0	EA	\$1,500.00	\$1,500.00
Fine Grading & Compaction	2,414.0	SQFT	\$2.62	\$6,324.68
2" Asphalt Paving	2,414.0	SQFT	\$2.72	\$6,566.08
Parking Lot Striping	1.0	Lot	\$300.00	\$300.00
			Total	\$14,690.76

CONDITIONS:

- * This proposal and quotation shall remain open for ten (10) calendar days. Western Construction Inc. (WCI) will not be bound by this quotation if it is not accepted within that time.
- * The above unit prices are based upon the estimated quantities. If actual quantities are materially less than the estimated quantities, the parties shall re-negotiate the unit pricing under this quote.
- * Quantities shall be measured and agreed upon by WCI and Prime.
- * Additional mobs at \$1500 per each if work can not be performed continuously without undue delays or stoppages by others which are beyond control of WCI.
- * This proposal does not include any required bonding, authorities, material testing, surveys, staking, taxes, traffic control or other work not expressly specified above.
- * If bond is required rate is 0.75%
- * Payment in full is due within Thirty (30) days of invoice. Untimely payment is subject to a late payment charge equal to 10% of the unpaid balance and shall be due immediately. Interest shall accrue on all past-due sums and charges at the rate of 2.0% per month until paid in full.
- * This proposal shall become a part of any contract issued to WCI.

Thanks for the opportunity,

WESTERN CONSTRUCTION INC.

PO Box 771

Rapid City, SD 57709

Accepted by: _____

Signature: _____

Date: _____

Casey Fuhrmann
605-381-9714 mobile
caseyf@dakotamill.com

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "A"
CONTACT SHEET

Name: Advanced AeroTechnologies, LLC

Federal Taxpayer ID: 81-3518482

Mailing Address: 3990 Centurion Way

City, State, & Zip Code: Fernadina Beach, FL 32034

Telephone: 9705900906 **Fax:** _____

Email: info@advancedaerotech.com

Submitted By: George Aikens

Title: Owner

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: George Aikens **Title:** Owner

Email Address: info@advancedaerotech.com **Phone:** 9705900906

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "B"

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 RFP 21-02.
2. This sworn statement is submitted by (entity) Advanced AeroTechnologies, LLC whose business address is 3990 Centurion Way Fernandina Beach, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 81-3518482 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is George Aikens and my relationship to the entity named above is Owner.
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 proposal 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, must 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 must 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

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
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otherwise transacts or applies to transact business with a public entity. The term "person" 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.)

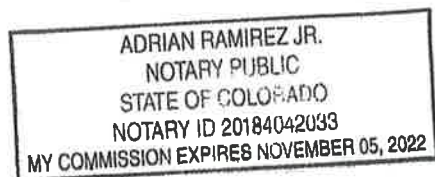
☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person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

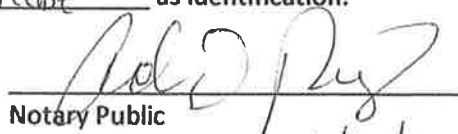
☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature _____ Date: 11/16/20

STATE OF COLORADO
COUNTY OF WELD

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 16th day of November, 2020, and is personally known to me, or has provided Drivers License as identification.




Notary Public
My Commission expires: 11/05/2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Advanced AeroTechnologies, LLC

CITY: Fernandina Beach STATE: FL ZIP CODE: 32034

SIGNATURE:  PHONE: 9705900906

NAME (TYPED OR PRINTED): George Aikens TITLE: Owner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: RFP 21-02

Project Description: Fernandina Beach Municipal Airport, Lease of Hangar B

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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 FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Advanced AeroTechnologies, LLC

Authorized Signature: 

Title: Owner

Date: 11/16/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "E"

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: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: George Aikens Title: Owner

Signature:  Date: 11/16/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "F"

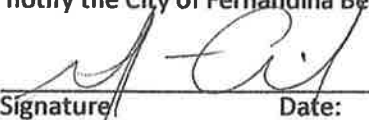
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 21-02

This sworn statement is submitted by (entity) Advanced AeroTechnologies, LLC whose business address is 3990 Centurion Way Fernandina Beach, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 81-3518482 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is George Aikens and my relationship to the entity named above is Owner.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.


Signature _____ Date: 11/16/20

CITY OF FERNANDINA BEACH FLORIDA

RFP 21-02

FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

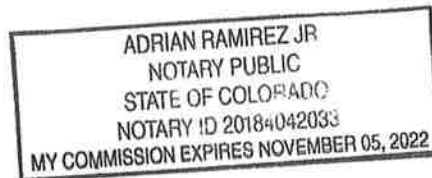
STATE OF COLORADO

COUNTY OF WELD

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 16th day of November, 2020, and is personally known to me, or has provided Driver License as identification.

Notary Signature

My Commission expires: 11/05/2022



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNICIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "G"

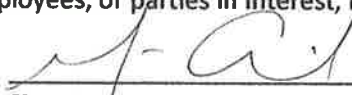
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 21-02.

This sworn statement is submitted by (entity) Advanced AeroTechnologies, LLC whose business address is 3990 Centurion Way Fernandina Beach, FL 32034 and (if applicable) Federal Employer Identification Number (FEIN) is 81-3518482 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is George Aikens and my relationship to the entity named above is Owner.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Responder, firm or person to submit a collusive or sham Proposal 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Signature _____ Date: 11/16/20

STATE OF COLORADO

COUNTY OF WELD

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 16th day of November, 2020 and is personally known to me, or has provided Drivers License as identification.


Notary Signature _____

My Commission expires: 11/05/2022

ADRIAN RAMIREZ JR.
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184042033
MY COMMISSION EXPIRES NOVEMBER 05, 2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 21-02
FERNANDINA BEACH MUNIPAL AIRPORT, LEASE OF HANGAR "B"

EXHIBIT "H"

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 firm 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 X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm 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 firm provides in the regular course of business?

YES ___ NO X

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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Advanced AeroTechnologies, LLC

Firm

Date

11/16/20

Authorized Signature

George Aikens, Owner

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Scoring Spreadsheet

AIRPORT TENANT LEASE HANGAR "B" RFP 21-02

Criteria

- 1 Benefit to Airport of Proposed Use/Uses of Hangar "B"
- 2 Qualifications, Demonstrated Experience and References
- 3 Financial Capability and Resources
- 4 Benefit to Airport of Proposed Capital Improvements

Maximum Total

COMBINED EVALUATION

Weight

25
25
25
25
100

Rating (used to fill in yellow boxes)

- 0
- 1
- 2
- 3
- 4
- 5

- Did not address
Significant deficiencies
Some deficiencies
Meets requirements/expectation
Slightly exceeds expectations
Greatly exceeds expectations

	A-Cent Aviation Inc		Advanced AerotechnologiesL LC		Bent Wing Flight Services	
Criteria	Total		Total		Total	
1 Benefit to Airport of Proposed Use/Uses of Hangar "B"	10	50	14	70	11	55
2 Qualifications, Demonstrated Experience and References	12	60	14	70	14	70
3 Financial Capability and Resources	11	55	12	60	12	60
4 Benefit to Airport of Proposed Capital Improvements	8	40	15	75	13	65
SCORE	41	205	55	275	50	250

RESOLUTION 2021-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE USE OF AIRPORT PROPERTY BY SOUTHERN TIMING, INC. ON OCTOBER 16, 2021; APPROVING THE FACILITIES USE AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Southern Timing, Inc., a 501c(3) wishes to utilize airport property, and adjacent roadway property along Bailey Road, to conduct a 5K running event on October 16, 2021 at 10:30 AM; and

WHEREAS, Southern Timing, Inc will pay \$925.00 to the Airport Fund, for the use of the closed runway (18/36) for setup and execution of this event on October 16, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the use of Airport property to host the Run the Runway 5K event executed by Southern Timing, Inc., along with the Facilities Use Agreement, attached hereto as "Exhibit A."

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Facilities Use Agreement upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 16th day of February, 2021.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 21 day of January 2021, 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 **Southern Timing Foundation, Inc.** whose address is 8131 Vineland Ave, #122 Orlando, FL 32821 (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 to conduct participant vehicle parking and a 5K running event, which will begin and end on the closed Runway 18/36 at the Fernandina Beach Municipal Airport on October 16, 2021.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of conducting a 5K running event on October 21, 2021 with setup commencing at 4 AM (EST), and teardown complete by 12 PM (EST). The running event will occur at 7:00 AM (EST), and the running route will follow the route outlined on Exhibit 1 to this agreement.
2. USER will set up and use the FACILITY on a continuous basis during this period using **the remote pavement and grass area (Closed Runway 18/36) between Runway 9 and Taxiway C** as depicted on Exhibit 1.
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.
- n. USER shall, at all times, enforce and follow current Centers for Disease Control and Prevention (CDC), local, State, and Federal COVID-19 policies and guidelines and physical distancing practices during execution of this event.

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: Southern Timing Foundation, Inc.
8131 Vineland Ave. #122
Orlando FL 32821
ATTN: JACOB DAVIS

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: SOUTHERN TIMING FOUNDATION, INC.

CITY OF FERNANDINA BEACH

By: Jacob B. Davis

Its: Jacob B. Davis

By: _____
Dale L. Martin
Its: City Manager

By: _____
Caroline Best
Its: City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
Its: City Attorney

Full Course Overview





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2021

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 CoverWallet, Inc. 25 W 45th Street, Floor 15 New York NY 10036	CONTACT NAME: Kyle Kline PHONE (A/C, No, Ext): (646) 844-9933 E-MAIL ADDRESS: customer.service@coverwallet.com FAX (A/C, No):
INSURED Southern Timing, LLC 8131 Vineland Avenue 322 Orlando, FL, 32821	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****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 ☐ PRO-JECT ☐ LOC OTHER:	X		UDC-4511226-CGL-20	06/26/2020	06/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		UDC-4511226-CGL-20	06/26/2020	06/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is included as additional insured with respect to the General Liability per the policy's terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**City of Fernandina Beach
204 Ash Street
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

Margaret M. Reff

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CITY OF FERNANDINA BEACH

SPECIAL EVENT

PERMIT/BANNER APPLICATION

INTRODUCTION

A permit application should be received by the City of Fernandina Beach no later than 60 days prior to the actual date of your event and may be submitted as early as 365 days before your event. Any organized activity involving the use of large tents, amplified music, serving alcohol or involving street closures requires a permit. It is our goal to assist event organizers in planning safe and successful events that create minimal impact in the communities surrounding the event. These instructions will assist you in completing your Special Event Permit Application.

PERMIT PROCESS

The permitting process begins when you submit a completed **Special Event Permit Application** to the City of Fernandina Beach. Keep in mind that acceptance of your application should in no way be construed as final approval or confirmation of your request. Your application will be reviewed by all affected City departments and/or public agencies which make up the Special Events Committee. During the review process you will be notified if your event requires any additional information, permits, licenses, or certificates. After your application has been approved by the Special Events Committee, you will have ten (10) business days to pay the deposit, and pending documents (e.g. certificate of insurance, secondary permits, etc.) will be due 30 days prior to the date of your event.. We must receive these items before issuing a Special Event Permit. Delays in providing these items often delay our ability to provide you with a Special Event Permit. Due to the many changing components of an event, in most cases, Special Event Permits are issued only a few days in advance of the event.

This application must be filled out completely (please provide an event map) and submitted to the Parks & Recreation Department at least sixty (60) days prior to your planned event.

SITE PLAN/ MAP ROUTE:

Your event site plan/map must be submitted with the application in a clear and legible manner on 8 1/2" X 11" or 8 1/2" X 14" paper, standard format, and should include the following:

- A map of the entire event venue and/or race route, including the names of all streets or areas that are part of the venue and the surrounding area.
- The location of fencing, barriers, and/or barricades. Indicate any removable fencing for emergency access. A minimum twenty foot (20') emergency access lane throughout the event venue is required.
- The location of proposed first aid facilities.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, and portable toilets.
- Details of all food booth and cooking area configurations, including booth identification of all vendors cooking with flammable gas or barbeque grills.
- Generator locations and/or sources of electricity.
- Identification of all event components that meet accessibility standards.
- Other related event components not listed above.

SPECIAL EVENTS PERMIT APPLICATION

Please refer to the City of Fernandina Beach's ***Special Event Policies and Procedures*** before completing this application.

Applications submitted less than sixty (60) days prior to proposed event are not accepted.

Organization Name: Southern Timing Foundation, Inc.

Applicant Name: Jacob Davis

Organization Address: 8131 Vineland Ave, #122

City: Orlando State: FL Zip Code: 32821

Applicant Phone Number: (954) 304-3240

Applicant Email Address: jacob@southerntimingfl.com

Non-Profit: ☒ Yes ☐ No Tax ID # (501c3 must be attached) 85-3628015

Event Name: Run The Runway 5K

Event Date(s): 10-16-2021

Repeat Event ☐ Yes ☒ No If yes, when? _____

Setup Date and Time: 10/16/2021 4:00am

Actual Event Time (if multiple days, please list dates and hours for each day):

Race Start will be 7:00am

Breakdown Date and Time: 10/16/2021 10:30am

Event Location: Fernandina Beach Municipal Airport

Estimated Daily Attendance: 500 est.

Event Description* (please provide detailed description for City website):

This one-of-a-kind race is unlike any other! You will have the ability to go where few have gone before and run along the runway at the Fernandina Beach Municipal Airport in Fernandina Beach, Florida! This race is being hosted by the Southern Timing Foundation, Inc. an approved 501c(3) organization. 100% of the net proceeds from this race will go towards powering a flight expedition to provide underprivileged kids in South America with STEM education resources via PASSAGE.

PASSAGE stands for Providing Aid in Science for South America's General Education. The PASSAGE expedition takes off from Jacksonville, Florida in December of 2021!

Race Details

***Event setup map must be submitted with the application**

If approved, your event will be placed on the City's website and calendar. Please specify a web link for the public to garner additional information: <https://racerooster.com/events/2021/36856/run-the-runway-5k>

Please mark items requested (please see Policies and Procedures for fees):

City Power: ☐ City Water: ☐ Barricades: ☐ (how many?____) Cones: ☐ (how many?____)

Banner on Centre St./8th St.: ☐ Banner on Lime St./8th St.: ☐ Pole Banners: ☐ (how many? ____ 36 available):

Date for Banner (banners hang from Monday-Monday): _____

Main Beach Marquee: ☐ Atlantic Ave. West Facing Marquee: ☐ Atlantic Ave. East Facing Marquee: ☐

Dates for Marquee: _____

Message for Marquee (up to 16 characters per line, 4 lines):

Will alcohol be served? No: ☒ Yes: ☐ (if yes, City of FB Police presence is required)

Music (Amplified/Acoustic, etc.)/Name of Band(s)/DJ: Amplified music from a playlist

Will the event have food? Yes ☒ No ☐ Food Vendors: Yes ☐ No ☒

A fire extinguisher is required for each food booth. If a propane tank is used as a fuel source, it must be secured on the outside of the food booth. A Fire Inspector is required to inspect all food booths. If inspection is required after working hours or on weekends, an additional fee may be charged.

Membrane Structure: Yes ☐ No ☒ (Certificate of Insurance is required from company providing the membrane)

Tents larger than 10'x10': Yes ☐ No ☒ Name of Tent Company: _____

A Tent Permit is required for any tent over 10' x 10'

All tents must be weighted and not staked into the ground

Attach the *Certificate of Flame Resistance* for tents over 10' x 10'

Street Closures (please describe): Partial lane closure on Crane Island Park, runners will exit the back of the airport then utilize the right lane to go out and back into airport property. Traffic control is described along with officer count in Traffic Control Map attached.

Parking Lot Closures* (please describe): _____

**All handicapped parking must remain open for public use*

Overnight Parking: Yes ☐ No ☒ If yes, how many vehicles? _____

Any vehicle parked on City property overnight (for your event) will incur a \$25.00 fee. Owner information must be provided to City of FB Police.

Public Safety:

Required Police and Fire presence will be determined by the City of Fernandina Beach Police and Fire Departments. The Police Auxiliary Corps (PAC) is a volunteer organization that assists with many events. PAC is not a guaranteed resource, and their availability is determined by the Police Department. PAC provides free services, however donations are appreciated.

Are you requesting off duty police officers? Yes ☒ No ☐ Date/Time: 10/16/2021 6:30am - 9:30am

Does your event require on-site emergency medical services: Yes ☐ No ☒ Date/Time: _____

Day of Event Contact for Police/Fire (Name and Number): Jacob Davis 954-304-3240

RELEASE AND INDEMNIFICATION

I declare under penalty of perjury, that to the best of my knowledge and belief, the responses made herein are true and correct. If this application is approved, I understand that **I must furnish an original certificate of General Liability Insurance AND ADDITIONAL INSURED ENDORSEMENT PAGE naming the City of Fernandina Beach as additionally insured.** I understand that a City of Fernandina Beach sponsored activity has precedence over the above schedule, and I will be notified if any conflicts arise. I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand, and agree to abide by the rules and regulations governing the proposed special event under the City of Fernandina Beach, and I understand that this application is made subject to the rules and regulations established by the City Commission and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the event venue, the payment of any and all taxes, and the conduct of the event. The City shall not be liable for the payment of any taxes. I further agree that the payment of such taxes shall not reduce any consideration paid to the City pursuant to this permit. I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of Fernandina Beach. I do further promise and hereby further agree to waive, release, absolve, and covenant not to sue the City of Fernandina Beach, its Mayor, Commissioners, employees, officers, volunteers, representatives, attorneys, and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss, or injury of any kind resulting from or in any way arising directly or indirectly out of Run The Runway 5K on October 15th through October 16th, 2021

(Describe event- name and dates including setup and breakdown)

for which I am applying for this Special Event/Banner Permit and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY AND ALL NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF THE CITY OF FERNANDINA BEACH, ITS MAYOR, COMMISSIONERS, EMPLOYEES, OFFICERS, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS,

AND AGENTS. I further promise and agree to indemnify, defend, and hold harmless the City of Fernandina Beach, its Mayor, Commissioners, employees, representatives, officers, volunteers, attorneys, and agents from and against all liability, claims, and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of

Run The Runway 5K on October 15th through October 16th, 2021.

(Describe event- name and dates including setup and breakdown) for which I am applying for this Special Event/Banner Permit and/or use of the City of Fernandina Beach's facility named above. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the rental and/or use of the City of Fernandina Beach's facility named above. THIS RELEASE IS GIVEN AND SIGNED OF MY OWN FREE ACT AND WILL, AND I DO UNDERSTAND AND AGREE TO THE POLICIES OF THE CITY OF FERNANDINA BEACH FOR FACILITY RENTALS. FURTHERMORE, I HEREBY REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO BIND.

Applicant Signature Jacob B. Davis Date 1/13/2021

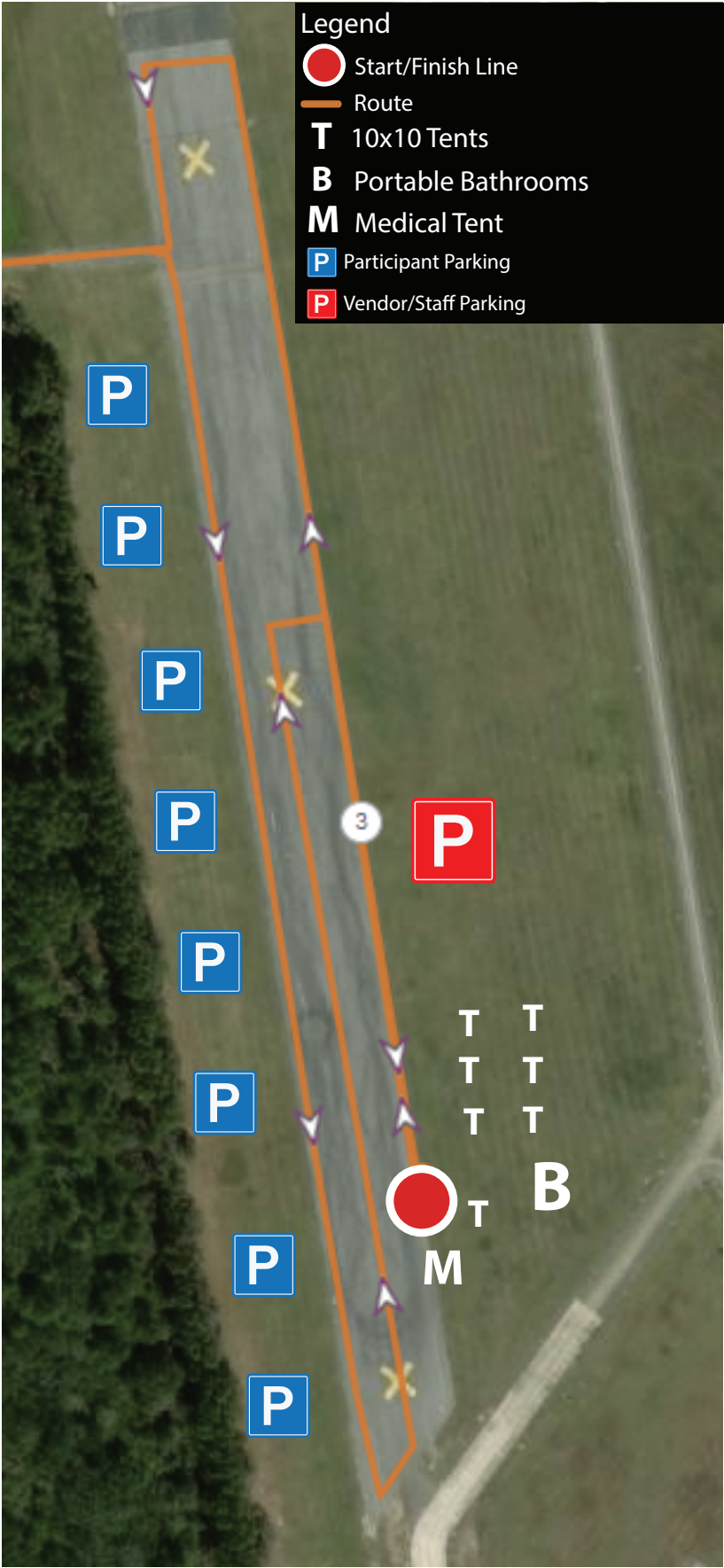
Applicant Name (printed) Jacob B. Davis

Location for returned security deposit (if other than what is listed above):

Address: _____

City/State/Zip: _____

Registration Area Site Plan



Partial Road Closure & Traffic Control Map

1 police officer at the start of the road closure to close the eastbound lane of Crane Island Park. This officer will coordinate with the officer stationed at the turn-around to allow one-way traffic to flow in the westbound lane of Crane Island Park. This closure will be from 7:00am to 7:45am. Runners still on the road at 7:45am will be asked to move to the sidewalk.



1 police officer at the turn-around point of course to keep the eastbound lane of Crane Island Park closed while runners are on the course. This closure will be from 7:00am until 7:45am. At 7:45am the road will be cleaned and any remaining runners will be asked to move onto the sidewalk. There will be cones down the center of Crane Island Park separating the eastbound and westbound lanes so that there is no traffic crossing over. The two officers on either end of the course will coordinate to allow one-way traffic to flow in the westbound lane of Crane Island Park.



January 27, 2021

Southern Timing Foundation, Inc.
Attn: Jacob Davis
8131 Vineland Avenue, #122
Orlando, FL 32821

RE: Run the Runway 5k

Dear Jacob,

The City of Fernandina Beach Events Committee has conditionally issued the following permit:

A Special Events Permit per the City of Fernandina Beach Code of Ordinances Section 70-86, Parades and Special Events, for the Run the Runway 5k on October 16, 2021 at the Fernandina Beach Municipal Airport.

This permit is subject to revocation at the sole discretion of the City of Fernandina Beach, if pandemic conditions worsen or if such a large gathering is deemed unsafe or hazardous to the community as a whole. The City is not responsible for any cost associated with the planning or execution of this event if canceled.

Please be advised of the following:

- Use of only approved extension cords rated for the load intended, ensuring that no tripping hazards are created.
- Alcohol is not permitted at this event.
- Event may have amplification for music and announcements.
- The City of Fernandina Beach assumes no responsibility for any damages or injuries.
- This permit will be posted in a conspicuous place and will serve as your paid permit fee

Should you have any questions, please contact Alisha Brown at (904) 310-3366 or (904) 798-0795.

Respectfully,

Alisha Brown

cc: Captain David Bishop, Police Department
Gary Eversole, Police Auxiliary Corps
Lisa Finkelstein, Fernandina Beach Main Street
Deputy Chief Jason Higginbotham, Fire Department
Rex Lester, Streets Department
Randy Maxwell, Facilities Department
Nan Voit, Parks & Recreation



MEMORANDUM

TO: AIRPORT ADVISORY COMMISSION

FROM: AIRPORT MANAGER

DATE: February 11, 2021

RE: MONTHLY REPORT

- Runway 4/22 closed on October 5th for rehabilitation and the runway was re-opened on January 19th. The project was completed ahead of schedule and approximately \$10,000 below the construction budget. Staff is processing final pay applications and Federal Aviation Administration grant closeout documents for this project.
- An invitation to bid for construction of six individual hangar-units was published on Friday/January 30th. A mandatory pre-bid meeting for this project will be conducted on February 12th for interested contractors, and the bid opening date is March 12th. There are a few options/alternates built into the bid specifications to reduce costs, if needed, and the final characteristics will be established with the award of the project by the City Commission.
- Airport staff is awaiting the selection of a new state-wide airport marking contractor by FDOT before coordinating a proposal to re-stripe Runway 9/27. Staff was notified that an award was recommended by the State however a submitter has filed a bid-protest. Once the review process is complete with the State, staff will utilize the awarded contractor to schedule re-striping of Runway 9/27.
- A Request for Proposals to lease/rent Hangar B was published to the City's website and three submittals were received. A City staff committee scored these proposals and Advanced Aero Technologies received the highest scoring. The scoring and draft rental agreement will be presented for review and discussion with the AAC during the February AAC meeting.
- Contingent upon the outcome of the proposal for rental of Hangar B, Advanced AeroTechnologies, a current sub-tenant of Hangar A, a vacancy would be produced in Hangar A. A-Cent Aviation, which submitted under the Hangar B RFP, expressed interest in this vacancy and the airport understands that the tenant of Hangar A, Fernandina Aircraft Maintenance, is interested in subleasing space to A-Cent Aviation. A-Cent Aviation, which

currently operates from Herlong Recreational Airport has expressed interest in having a satellite location at FHB with one to two aircraft that can provide flight training activity.

- During the 2 February City Commission meeting, the City Commission provided direction to City staff to move forward with assuming the in-house responsibility for collection and disposal of yard debris within the City limits. The City, at one time, utilized the dirt mound adjacent to Ybor Alvarez to stage yard debris, and has requested use of this property again for this purpose. This use would necessitate a ground lease with the airport and review of the FAA to concur upon the proposed use. This request will be discussed with the AAC during the 11 February AAC meeting.
- With the rescheduling of Concours d'Elegance, the airport is attempting to reschedule the installation of fuel tanks at the airport to hopefully occur prior to Concours events. Once the start date of this project has been confirmed, staff will report back to the AAC and tenants.
- Airport staff will host FDOT inspectors for its annual airport inspection on February 11, 2021. The results of the inspection will be shared with the AAC.
- The airport's new long-term vehicle parking lot is now operational and in use. This lot is available for use with purchase of a monthly parking permit which may be procured from the FBO (Bent Wing Flight Services). Approximately 13 vehicles have purchased a permit and chosen to keep a vehicle parked in this lot.