



**AGENDA
AIRPORT ADVISORY COMMISSION
REGULAR MEETING
APRIL 8, 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**
- 5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
- 6. OLD BUSINESS**
 - 6.1 Monthly Airport Financial Report
- 7. NEW BUSINESS**
 - 7.1 Recommendation Request - Hangar Development Project
 - 7.2 Discussion - Application for Ground Lease/Aeronautical Operation - World Skydiving Center
 - 7.3 Recommendation Request - Bonhams & Butterfields Auctioneer Corp Annual Facility Use Agreement
 - 7.4 Recommendation Request - 1-107th Aviation REGT Annual Facility Use Agreement
 - 7.5 Recommendation Request - Concours d'Elegance Foundation, Inc Annual Facility Use Agreement
 - 7.6 Recommendation Request - Amendment/Assignment of Southshore CRE Inc Ground Lease to FHB Aircraft Hangars LLC
- 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, Frank Mayer, Nathan Coyle (Staff Liaison), and Robert Kozakoff (Staff Liaison)

Members Absent: None

Others Present:, Commissioner Chip Ross, George Aikens (Advanced AeroTechnologies; via Zoom), Mike Meadows, Brad Wentz (Passero Associates; via Zoom), Hugh Giggy, and Brian Echard (Bent Wing Flight Services; via Zoom)

3. Pledge of Allegiance

4. **January 14, 2021 – Approval of Minutes:** The January 14, 2021 meeting minutes were presented for review of the AAC.

A motion was made by Member Hostetter, seconded by Member Edlin, to approve the January 14, 2021 AAC Regular Meeting Minutes. 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:** Mr. Mike Doke, owner of the World Skydiving Center at Herlong Recreational Airport, introduced himself to the group and stated that his agency is interested in opening a second skydiving location at the Fernandina Beach Municipal Airport. Mr. Coyle stated that he had met with Mr. Doke and discussed this proposal, and would be working with him on reviewing the interest to operate at the airport.

Member Piscitello expressed a need to review operations and ensure that any proposal would be conducted in accordance with FAA AC 105-2 to include establishment of an SOP for the activity at the airport.

Mr. Coyle stated that he would provide more information when it became available for review by the AAC.

6. Old Business:

6.1 Monthly Financial Review

The monthly financial report was presented by Airport Manager Coyle. Mr. Coyle stated that year-to-date revenue and expense were as anticipated. There was no discussion of the monthly financial report.

7. New Business:

7.1 Review/Discuss City Yard Debris Storage Proposal

Airport Manager Coyle introduced a discussion topic regarding a City request to use airport property, dedicated on the Airport Layout Plan as nonaeronautical property, for staging and storage of yard debris at the airport. Mr. Jeremiah Glisson, Fleet, Facilities, and Sanitation Director, provided an overview of the concept to utilize the area adjacent to the ball-fields to stage yard debris, which would be deposited then chipped and removed from the site.

Mr. Coyle stated that this use would require a ground lease agreement that would be reviewed for concurrence by the FAA for the terms of the lease as well as the proposed use of property.

Mr. Mike Meadows provided a public comment and expressed concern regarding the impact to neighboring areas from sounds related to the chipping of yard debris at the site.

Member Edlin asked if this proposal would impact car parking for Concours events each Spring. Mr. Coyle stated that there would be no impact to vehicle parking within this area as this storage area would be within the confines of the large mound that has existed for years at the site.

Member Edlin asked if there would be any large cranes or tall equipment operating within the area. Mr. Glisson stated that the highest vehicle would be a grapple truck with a maximum height of 20 feet.

Member Piscitello asked if this use would be seasonal or year-round and Mr. Glisson stated that this would be a year-round use but that there are anticipated to be higher volume periods of use during the year.

Member Geib asked how much truck traffic would be anticipated from this use, and Mr. Glisson stated that he anticipated a couple of trucks to access the site each day.

Airport Manager Coyle stated that the anticipated lease revenue from this use, at the airport's non-aeronautical lease rate, would be approximately \$31,000 per year. Mr. Coyle also stated that he will be providing a draft ground lease to the FAA for review, and would report back to the AAC following a response.

7.2 Review/Recommendation for Award of Hangar B Lease RFP – Advanced AeroTechnologies

Airport Manager Coyle provided the background information related to a Request for Proposals published by the City for lease of airport-owned Hangar "B". Mr. Coyle stated that three submittals were received from Bent Wing Flight Services, A-Cent Aviation, and Advanced AeroTechnologies respectively. Mr. Coyle stated that a City-staff scoring committee reviewed the submittals and scored the proposal from Advanced AeroTechnologies the highest. Mr. Coyle introduced Mr. George Aikens from Advanced AeroTechnologies who provided background information about the business, the intended use of Hangar B to provide avionics and aircraft maintenance services, and proposed capital improvements to the hangar.

Member Edlin asked about the status of existing Hangar B tenants within the facility. Mr. Coyle stated that he had been working with Mr. Aikens on keeping some of the tenants within the hangar, and also stated that the airport had not backfilled a few recent tenants that had terminated rental agreements for use of Hangar B in preparation of transition of the hangar to a new lessee.

Member Broughton stated that he believes a flight school would be beneficial to the airport, as proposed by A-Cent Aviation. Mr. Coyle stated that A-Cent Aviation has interest in subleasing space within Hangar A, where Advanced AeroTechnologies currently operates. Member Piscitello stated that he had preliminary conversations with A-Cent Aviation and mentioned that the agency voiced an intent to sublease this space. Mr. Coyle confirmed this interest based on his conversations with A-Cent Aviation stating that the agency has interest in a satellite facility where one airplane can be stored to provide local flight training activity.

Member Hostetter inquired as to the intent of Advanced AeroTechnologies to have an aircraft rental fleet. Mr. Aikens stated that Advanced AeroTechnologies does have rental aircraft at its operating locations.

A motion was made by Member Colcord, seconded by Member Edlin, to recommend that the City Commission approve the proposed rental agreement for lease of Hangar B to Advanced AeroTechnologies. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.3 Facility Use Agreement Review – Southern Timing, Inc. (Run the Runway 5K Event)

Airport Manager Coyle introduced a facility use agreement proposed for use of the airport's closed runway to conduct a fundraising 5K event that would start and end on the closed runway at the airport.

Member Broughton stated that he had researched the group and event, and this event provided great benefit through its fundraising efforts, and asked if the airport could waive fees to be charged for use of the closed runway. Member Geib stated that he agreed with this request.

A motion was made by Member Edlin, seconded by Member Broughton, for the City Commission to approve the facility use agreements presented between the City of and Southern Timing, Inc. and requested that the airport manager investigate the ability to to waive fees proposed for use of the closed runway. 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 stated that the airport conducted its annual inspection with FDOT and that the airport received high remarks for condition and maintenance, and Mr. Coyle stated that

this was a testament to Mr. Robert Kozakoff's efforts at the airport. The group thanks Mr. Kozakoff for his efforts.

9. Commission Member Reports and Comments:

Member Edlin thanked the airport for providing maintenance/upgrade of sliding hangar door components. Mr. Coyle stated that this was a result of Mr. Kozakoff's efforts to plan and manage the project.

Member Hostetter asked if the airport had heard back from Russo and Steele yet on its agreement for use of airport property. Mr. Coyle stated that he had not yet heard back but would provide an update when available.

10. Next Meeting Date: April 8, 2021

11. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 7:14 p.m.

Secretary

Doug Geib, Chairperson

AIRPORT 420**AIRPORT
420**

	BUDGET 2020-2021	YTD	Percentage
REVENUES			
33120 FEMA GRANT	-	0.00	100.0%
33220 FAA GRANT	2,680,100	2,163,295.97	80.7%
33323 FDOT GRANT	1,042,073	184,363.01	17.7%
33420 FEMA STATE GRANT	-	0.00	0.0%
34704 RENTALS NON-TAXABLE	200	840.00	100.0%
34720 RENTALS	1,200	3,544.10	100.0%
34970 FUEL SALES	24,800	11,525.52	46.5%
34971 LEASE PAYMENTS - LAND LEASE	50,161	32,561.43	64.9%
34973 LAND LEASE - AMELIA RIVER	205,960	105,737.98	51.3%
34974 LAND LEASE PAYMENTS - NON-TAXABLE	42,295	18,905.96	44.7%
34975 RENT/LEASE PAYMENTS - City Built	310,000	136,905.98	44.2%
34976 8 FLAGS RENT (TAXABLE)	67,017	22,481.01	16.0%
34978 8 FLAGS RENT - NON-TAXABLE	50,266	30,323.49	
34979 TRANSIENT REVENUE	-	3,764.78	100.0%
36110 INTEREST		1,609.96	100.0%
36420 INSURANCE PROCEEDS		0.00	
36800 CAPITAL CONTRIBUTION		0.00	
38410 LOAN PROCEEDS		0.00	
36990 OTHER REVENUE	103,089	-9,258.58	-9.0%
36991 PARKING REVENUE	2,004	0.00	0.0%
36995 LATE FEES	-	1,279.58	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>2,708,880.19</u>	51.0%

AIRPORT 420

AIRPORT 420

	BUDGET 2020-2021	YTD	Percentage
PERSONNEL SERVICES			
51200 SALARIES	135,272	63,092.86	46.64%
51300 TEMPORARY	-	0.00	
51350 PART TIME	15,080	0.00	0.00%
51400 OVERTIME	-	0.00	
52100 FICA	11,502	4,413.00	38.37%
52200 RETIREMENT	29,138	13,590.17	46.64%
52300 HEALTH	28,906	14,286.24	49.42%
52301 LIFE	744	383.52	51.55%
52350 OPEB COSTS	1,756	876.00	49.89%
52400 WORKERS' COMP	1,341	666.00	49.66%
52500 UNEMPLOYMENT			
TOTAL	223,739	97,307.79	43.49%
OPERATING EXPENSES			
53100 PROFESSIONAL SERVICES	25,000	1,000.00	0.00%
53200 AUDIT	6,795	3,396.00	0.00%
53400 CONTRACTUAL	49,880	13,377.84	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	946.38	39.63%
54101 COMMUNICATIONS - CELL	2,000	510.22	25.51%
54103 COMMUNICATIONS - INTERNET	5,750	1,113.00	19.36%
54200 POSTAGE	100	6.58	6.58%
54300 UTILITIES - ELECTRIC	42,000	10,508.65	25.02%
54310 UTILITIES - WATER & SEWER	13,400	3,448.45	25.73%
54500 INSURANCE	66,499	33,258.00	50.01%
54610 R/M GROUNDS	182,500	30,285.10	16.59%
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	3,992.65	57.04%
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	3,648.00	49.97%
55100 OFFICE SUPPLIES	4,800	24.88	0.52%
55200 OPERATING SUPPLIES	1,940	936.87	48.29%
55210 UNIFORMS	400	43.00	10.75%
55230 FUEL	7,000	2,250.01	32.14%

AIRPORT 420

AIRPORT 420

	BUDGET 2020-2021	YTD	Percentage
55400 BOOKS/SUBS/DUES	525	605.00	115.24%
TOTAL	<u>438,387</u>	<u>114,940.63</u>	26.22%
CAPITAL OUTLAY			
56200 BUILDINGS	-	0.0	
56300 IMPROVEMENTS	4,350,967	2,370,418.7	54.48%
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>2,395,418.7</u>	54.67%
57000 SETTLEMENT EXP		0.0	
57100 PRINCIPAL	82,000	0.0	
57200 INTEREST	33,322	16,660.9	
57300 FINANCING COSTS	-	0.0	
TOTAL	<u>115,322</u>	<u>16,660.9</u>	
Reserve	154,615		
Expense Total	<u><u>5,314,030</u></u>	<u><u>2,624,328.0</u></u>	49.38%



Hangar 6 and 7 Development Project
 Fernandina Beach Municipal Airport (FHB)
 BID OPENING - Friday, March 12, 2021 @ 2:00PM
 City ITB No. 21-01
 FDOT FIN # 434909-1-94-20
 PA Project No. 99000047.0091

Open By: WADA WEARS
 Read/Recorded By: WADA WEARS/CHRISTOPHER WARDON
 Dept./Engineer: Airport / Passero Associates



Bidder Name/Address	Total Amount Base Bid	Total Amount Bid Additive "A"	Total Amount Bid Alternate #1	Total Sum Amount Base Bid & Bid Additive "A"	Total Sum Amount Bid Additive "A" & Bid Alternate #1	Addendum Acknowledged		5% Bid Security	
						Y	N	Y	N
FORESIGHT CONSTRUCTION GROUP, INC.	\$1,629,944.24	\$3,005.42	\$(-) 61,902.26			✓		✓	
SCHERER CONSTRUCTION	\$1,222,852.41	\$5,750.00	\$(-) 49,000.00			✓		✓	
OTAK GROUP INC.	\$981,844.88	\$1,800.00	\$120,000.00			✓		✓	
THOMAS MAY CONSTRUCTION CO.	\$1,249,000.00	\$7,500.00	\$21,500.00			✓		✓	
KBT CONTRACTING CORP.	\$1,267,754.44	\$5,946.00	\$50,750.00			✓		✓	

Witness Signature: _____

Witness Name: _____

NATE COYLE

Witness Signature: _____

Witness Name: _____

CHRISTOPHER WARDON



Hangar 6 and 7 Development Project
Fernandina Beach Municipal Airport

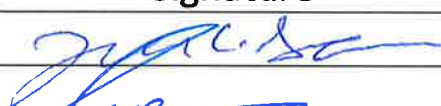
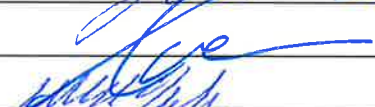
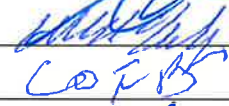
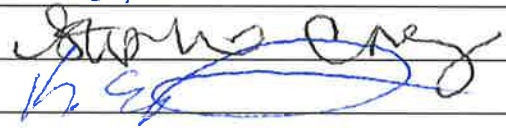
Bid Opening Sign-In Sheet

March 12, 2021 @ 2:00 PM

ITB 21-01

FDOT FIN # 434909-1-94-20

PA Project No. 99000047.0091

Name	Signature
John Gans - Scheffer Construction	
CHRISTOPHER NACHOLE	
Wanda Pittman	
Nate Coyle	COFB
Stephanie Crosby	COFB
Elizabeth Pittman	

1:43 pm

Total Project Cost Breakdown		This FY
Design/Bidding	\$89,200.00	\$38,200.00
Construction (Base Bids w/VE)	\$1,164,845.62	
CA/Observation/Submittals	\$79,345.00	
Permitting	\$15,000.00	
Contingency (If Needed)	\$60,000.00	
Total (W/Contingency)	\$1,408,390.62	\$1,297,390.62

Funding Sources		
FDOT Grant	\$629,400.00	\$604,400.00
Airport	\$778,990.62	\$753,990.00

Cost/Benefit	
Estimated (Conservative) Initial Annual Rent	\$42,900.00
Estimated Annual Maintenance/Utilities/Admin/Insur	\$5,640.00

40-Year Lifecycle	
Life Cycle Rent (Assume 1.5% CPI Increase)	\$2,328,092.65
Initial Investment (Airport Funds)	\$778,991.00
Life Cycle Maintenance/Utilities/Insurance/Billing	\$380,840.00
Net Life Cycle Revenue Less Initial/Life Cycle Expense	\$1,168,262.03

Notes:

1. Project is approximately \$150,000 (\$90,000 without contingency) over anticipated budget.
2. Allowable contract time is 270 days and this project is expected to cross into the next FY.
3. The airport historically has budgeted \$150,000 in annual capital contributions and there is expected to be sufficient funds next FY in addition to carryforward for this project.

Options for Consideration:

1. Airport Staff Recommendation: Fund the base bid (with two VE items) as shown above. The project will cross into next FY and sufficient funds are anticipated to be available to be budgeted.
2. Reject bids and attempt to wait/determine if steel/materials market will level-off. This will result in lost revenue opportunity while awaiting re-bid.
3. Consider Bid Alternate to reduce cost additional \$49,000. Impact will change doors to sliding doors, reduce door width and hangar size of southern 3-units.
4. Remove a building from scope. This would likely result in returning a portion of grant funds to DOT based on cost reduction.

FLOOR PLAN NOTES:

- All entry doors shall be handicap accessible as per the florida accessibility code. For building construction section 404 these doors are denoted by the international symbol of access (isa).
- In accordance with nfpa 10:
 - T-Hangar Units: Provide purple k dry chemical 10 pound, 80 b-c, portable fire extinguisher for extra hazard occupancy, as shown on plans, and within a travel distance of 50 ft max.
 - The fire extinguishers will be hung in compliance with NFPA, Florida Fire Protection Code, Florida Building Code, and ADA.
 - Each location shall have a sign mounted above the fire extinguisher identified as "fire extinguisher."
 - Additional devices may be required by local fire marshall having jurisdiction.
- Exposed interior insulation attached to walls and ceilings shall comply with special provisions for interior wall and ceiling finish criteria of nfpa 101 & fbc.
- The surface of the floor slab shall be noncombustible and above the adjacent apron at the entrance of the hangar.
- Contractor to coordinate all penetrations in exterior wall and roof with manufacturer. These include roof vents, sleeves, etc. Contractor to provide all openings in exterior walls and roof for other trades to install vent lines etc.
- Contractor shall provide appropriate infill at all partitions, floor surface, ceiling surfaces where height, plan, material or other transitions occur. Infill shall include appropriate structural back-up.
- Work requiring tapping into existing utilities, etc. shall be coordinated with the engineer.
- Exact size and location of all framed openings to be coordinated during shop drawing review.

CODE RESEARCH (HANGAR #7)

FBC 2017 & NFPA 409 2016

OCCUPANCY CLASSIFICATION:	GROUP S-1 MODERATE-HAZARD STORAGE
SPECIAL OCCUPANCY REQUIREMENTS:	AIRCRAFT HANGAR (STORAGE ONLY)
TYPE OF CONSTRUCTION:	TYPE IIB & TYPE II (000) UNPROTECTED/UNSPRINKLERED
ALLOWABLE BLDG HGT & AREA PER FBC:	55' HGT 2 STORY 17,500 S.F.
AIRCRAFT HANGAR GROUP PER NFPA:	GROUP III
ALLOWABLE DOOR/BLDG HGT & AREA PER NFPA:	28' DR ACCESS HGT 1 STORY 12,000 S.F.
ALLOWABLE BLDG HGT PER FAA PART 77 FROM RUNWAY 9-27:	86' HGT
ALLOWABLE BLDG HGT PER AIRPORT DEVELOPMENT CODE:	45' HGT
REQUIRED SEPARATION OF FIRE AREAS PER NFPA:	1 HR
REQUIRED FIRE FLOW MAXIMUM FIRE AREA ALLOWABLE PER FBC & NFPA:	12,000 S.F.
FIRE SEPARATION DISTANCE FOR EXTERIOR WALLS PER FBC:	30' > X ≥ 10 = 0 FIRE RATING
MINIMUM BLDG SEPARATING REQUIRED BTWN SINGLE HANGAR BLDGS PER NFPA:	50'-0"
SEPARATION OF INCIDENTAL ACCESSORY OCCUPANCIES PER FBC:	1 HR FIRE RESISTANT RATING
ROOF COVERINGS SHALL BE LISTED AS PER NFPA:	CLASS "C" OR BETTER
EXPOSED INTERIOR INSULATION PER FBC:	THERMAL/ACOUSTICAL INSUL CLASS A ONLY
OIL SEPARATOR EXCEPTION PER FBC:	NO SINGLE LEASE SPACE EXCEEDING 2000 S.F.

PROVIDED

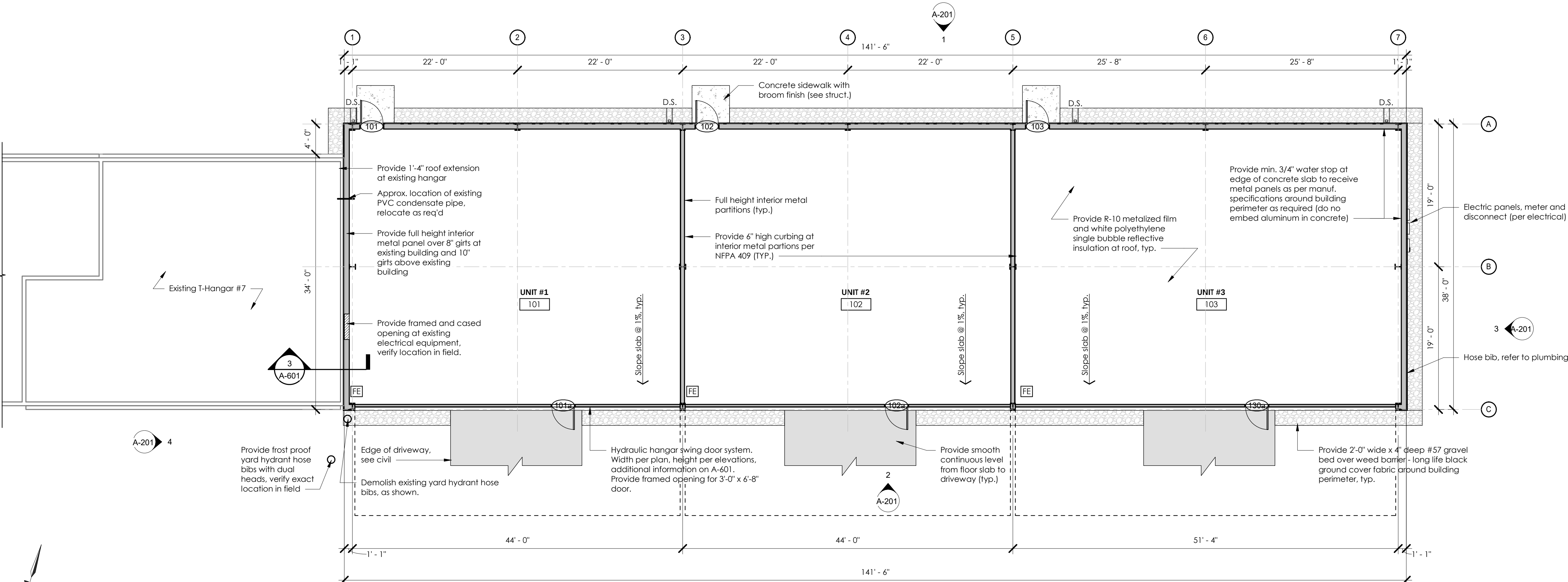
TOTAL PROPOSED T-HANGAR (ADDITION) SQUARE FOOTAGE:	5,377 S.F.
EXISTING T-HANGAR BUILDING SQUARE FOOTAGE:	6,610 S.F.
TOTAL BUILDING AREA:	11,987 S.F.
MAXIMUM BOX HANGAR SINGLE LEASE SPACE:	1,992 S.F.
T-HANGAR BUILDING HEIGHT:	+/- 17'-6" HGT, 1 STORY
NEAREST BUILDING OR PROPERTY LINE:	+/- 7'-3"

DESIGN CRITERIA:

ULTIMATE DESIGN WIND SPEEDS, ASCE 7, V _{ult} FOR RISK CATEGORY II BUILDINGS	130 MPH
ULTIMATE WIND SPEED (3 SECOND GUSTS):	"C" ENCLOSED
EXPOSURE CATEGORY:	ARE APPLICABLE
WIND BORNE DEBRIS REGION REQUIREMENTS:	
REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL DESIGN CRITERIA AND REQUIREMENTS	

FE

PORTABLE FIRE EXTINGUISHER AND CABINET
(REFER TO FLOOR PLAN NOTES)



1 T-HANGAR #7 - FLOOR PLAN

0' 2' 4' 8' 16'
1/8" = 1'-0"

BID SET



Stamp:

Client:



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095
(904) 757-6106
Project Manager: Justin Vollenweider, AIA
Project Architect: Chris Haddon, AIA
Designer: Justin Vollenweider, AIA

No.	Date	By	Description

UNAUTHORIZED USE OF THESE DRAWINGS IS IN VIOLATION OF
FLORIDA ADMINISTRATIVE CODE §161.15-27.001 AND FLORIDA
STATUTES 471.033(1). THESE PLANS ARE COPYRIGHT
PROTECTED. ©

Floor Plan
HANGAR #7

Fernandina Beach
Municipal Airport
(FHB)

HANGARS 6 & 7 EXPANSION

Town/City: Fernandina Beach
County: Nassau State: Florida

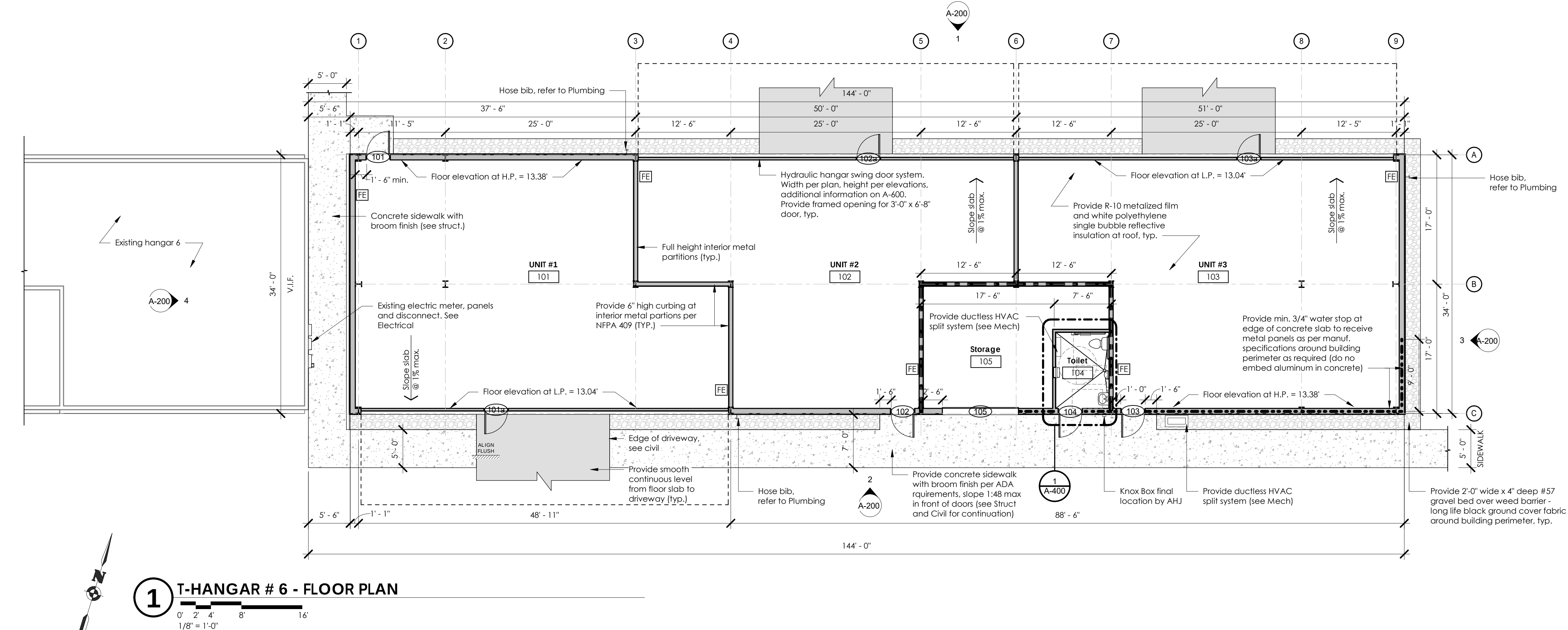
Project No.:
99000047.0091

Drawing No.:
A-101

Date:
OCTOBER 26, 2020

FLOOR PLAN NOTES:

- All entry doors shall be handicap accessible as per the florida accessibility code. For building construction section 404 these doors are denoted by the international symbol of access (isa).
- In accordance with nfpa 10:
 - T-Hangar Units: Provide purple k dry chemical 10 pound, 80 b-c, portable fire extinguisher for extra hazard occupancy, as shown on plans, and within a travel distance of 50 ft max.
 - Storage Room 105: Provide one (1) 2-A:40BC fire extinguisher as shown on plan.
 - The fire extinguishers will be hung in compliance with NFPA, Florida Fire Protection Code, Florida Building Code, and ADA.
 - Each location shall have a sign mounted above the fire extinguisher identified as "fire extinguisher."
 - Additional devices may be required by local fire marshall having jurisdiction.
- Exposed interior insulation attached to walls and ceilings shall comply with special provisions for interior wall and ceiling finish criteria of nfpa 101 & fbc.
- The surface of the floor slab shall be noncombustible and above the adjacent apron at the entrance of the hangar.
- Contractor to coordinate all penetrations in exterior wall and roof with manufacturer. These include roof vents, sleeves, etc.. Contractor to provide all openings in exterior walls and roof for other trades to install vent lines etc.
- Contractor shall provide appropriate infill at all partitions, floor surface, ceiling surfaces where height, plan, material or other transitions occur. Infill shall include appropriate structural back-up.
- Work requiring tapping into existing utilities, etc., shall be coordinated with the engineer.
- Exact size and location of all framed openings to be coordinated during shop drawing review.



CODE RESEARCH (HANGAR #6)

FBC 2017 & NFPA 409 2016	
OCCUPANCY CLASSIFICATION:	GROUP S-1 MODERATE-HAZARD STORAGE
SPECIAL OCCUPANCY REQUIREMENTS:	AIRCRAFT HANGAR (STORAGE ONLY)
TYPE OF CONSTRUCTION:	TYPE IIB & TYPE II (000) UNPROTECTED/UNSPRINKLERED
ALLOWABLE BLDG HGT & AREA PER FBC:	55' HGT 2 STORY 17,500 S.F.
AIRCRAFT HANGAR GROUP PER NFPA:	GROUP III
ALLOWABLE DOOR/BLDG HGT & AREA PER NFPA:	28' DR ACCESS HGT 1 STORY 12,000 S.F.
ALLOWABLE BLDG HGT PER FAA PART 77 FROM RUNWAY 9-27:	86' HGT
ALLOWABLE BLDG HGT PER AIRPORT DEVELOPMENT CODE:	45' HGT
REQUIRED SEPARATION OF FIRE AREAS PER NFPA:	1 HR
REQUIRED FIRE FLOW MAXIMUM FIRE AREA ALLOWABLE PER FBC & NFPA:	12,000 S.F.
FIRE SEPARATION DISTANCE FOR EXTERIOR WALLS PER FBC:	30' > X ≥ 10' = 0 FIRE RATING
MINIMUM BLDG SEPARATING REQUIRED BTWN SINGLE HANGAR BLDGS PER NFPA:	50'-0"
ACTUAL FIRE SEPARATION DISTANCE +/- 42' - 4', THEREFORE 1-HOUR RATED FIRE BARRIER REQUIRED	
SEPARATION OF INCIDENTAL ACCESSORY OCCUPANCIES PER FBC:	1 HR FIRE RESISTANT RATING
ROOF COVERINGS SHALL BE LISTED AS PER NFPA:	CLASS "C" OR BETTER
EXPOSED INTERIOR INSULATION PER FBC:	THERMAL/ACOUSTICAL INSUL CLASS A ONLY
OIL SEPARATOR EXCEPTION PER FBC:	NO SINGLE LEASE SPACE EXCEEDING 2000 S.F.

PROVIDED

TOTAL PROPOSED T-HANGAR (ADDITION) SQUARE FOOTAGE:	4,709 S.F.
EXISTING T-HANGAR BUILDING SQUARE FOOTAGE:	6,583 S.F.
TOTAL BUILDING AREA:	11,292 S.F.
MAXIMUM BOX HANGAR SINGLE LEASE SPACE:	1,522 S.F.
T-HANGAR BUILDING HEIGHT:	+/- 17'-3" HGT, 1 STORY
NEAREST BUILDING OR PROPERTY LINE:	+/- 43'-8"

DESIGN CRITERIA:

ULTIMATE DESIGN WIND SPEEDS, ASCE 7, V _{III} FOR RISK CATEGORY II BUILDINGS	130 MPH
ULTIMATE WIND SPEED (3 SECOND GUSTS):	"D" ENCLOSED
EXPOSURE CATEGORY:	ARE APPLICABLE
WIND BORNE DEBRIS REGION REQUIREMENTS:	
REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL DESIGN CRITERIA AND REQUIREMENTS	

FE PORTABLE FIRE EXTINGUISHER AND CABINET (REFER TO FLOOR PLAN NOTES)

INTERIOR NON-BEARING WALL RATING - 1 HR FIRE RATED SEPARATION (BASIS OF DESIGN UL NO. W404): GIRTS "Z" OR "C" PLACED HORIZONTALLY, MINIMUM 8" DEEP x 2" WIDE FLANGES x 0.056" THICK STEEL SPACED MAXIMUM 90" O.C.; STEEL WALL PANELS (FACING UNITS) MINIMUM 1 - 1/8" DEPTH x 36" WIDE x NO. 26 MSG COATED STEEL PANELS; HAT SHAPED FURRING CHANNELS NOMINALLY 3" WIDE x 1 - 1/2" DEEP x MINIMUM 20 MSG GALVANIZED STEEL AT MAXIMUM 24" O.C. PERPENDICULAR TO GIRTS; GYPSUM WALLBOARD (STORAGE AND TOILET ROOM SIDE PROVIDE M.R. GW8) TWO LAYERS OF 5/8" THICK GYPSUM WALLBOARD BEARING THE UL CLASSIFICATION MARK FOR FIRE RESISTANCE AND MINIMUM 3 - 1/2" THICK (R-11) GLASS FIBER BLANKETS.
COLUMN PROTECTION: PROTECT COLUMNS SUPPORTING HORIZONTAL WALL GIRTS AS REQUIRED PER COLUMN DESIGN NO. X524 OR X530 FOR PROTECTION OF COLUMNS.

EXTERIOR NON-LOADING BEARING WALL RATING - 1 HR FIRE RATED SEPARATION (BASIS OF DESIGN UL NO. V421): GIRTS "Z" OR "C" PLACED HORIZONTALLY, 6" TO 12" DEEP x 2" TO 4" WIDE FLANGES x 0.056" TO 0.120" THICK STEEL SPACED MAXIMUM 48" O.C.; STEEL WALL PANELS MINIMUM 16" WIDE x NO. 26 MSG COATED STEEL PANELS; HAT SHAPED FURRING CHANNELS 2 - 5/8" WIDE x 7/8" DEEP x MINIMUM 25 MSG GALVANIZED STEEL AT 24" O.C. PERPENDICULAR TO GIRTS; GYPSUM WALLBOARD BEARING THE UL CLASSIFICATION MARK FOR FIRE RESISTANCE - EXTERIOR FACE ONE LAYER OF EXTERIOR GRADE 5/8" THICK GYPSUM WALLBOARD OR GYPSUM SHEATHING, INTERIOR FACE ONE LAYER OF 5/8" THICK GYPSUM WALLBOARD.
COLUMN PROTECTION: PROTECT COLUMNS SUPPORTING HORIZONTAL WALL GIRTS AS REQUIRED PER COLUMN DESIGN NO. X524 OR X530 FOR PROTECTION OF COLUMNS.



Stamp:

Client:



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095
(904) 757-6106
Project Manager: Justin Vollenweider, AIA
Project Architect: Chris Nardone, AIA
Designer: Justin Vollenweider, AIA

No.	Date	By	Description

UNAUTHORIZED USE OF THESE DRAWINGS IS IN VIOLATION OF
FLORIDA ADMINISTRATIVE CODE §§§15-27.003 AND FLORIDA
STATUTES §71.033(1). THESE PLANS ARE COPYRIGHT
PROTECTED. ©

FLOOR PLAN

HANGAR #6
Fernandina Beach
Municipal Airport
(FHB)

HANGARS 6 & 7 EXPANSION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.:

99000047.0091

Drawing No.:

A-100

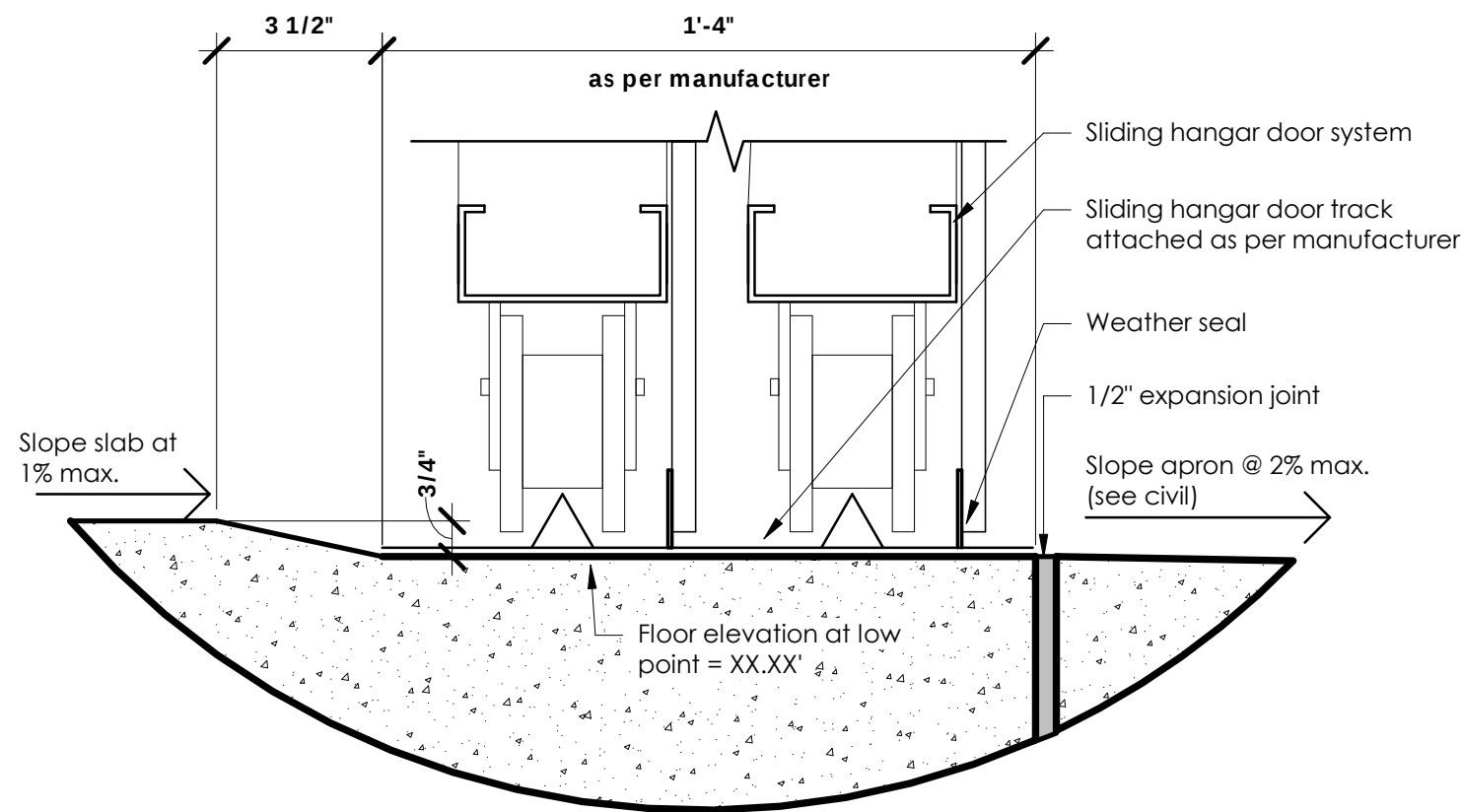
Date:

OCTOBER 26, 2020

BID SET

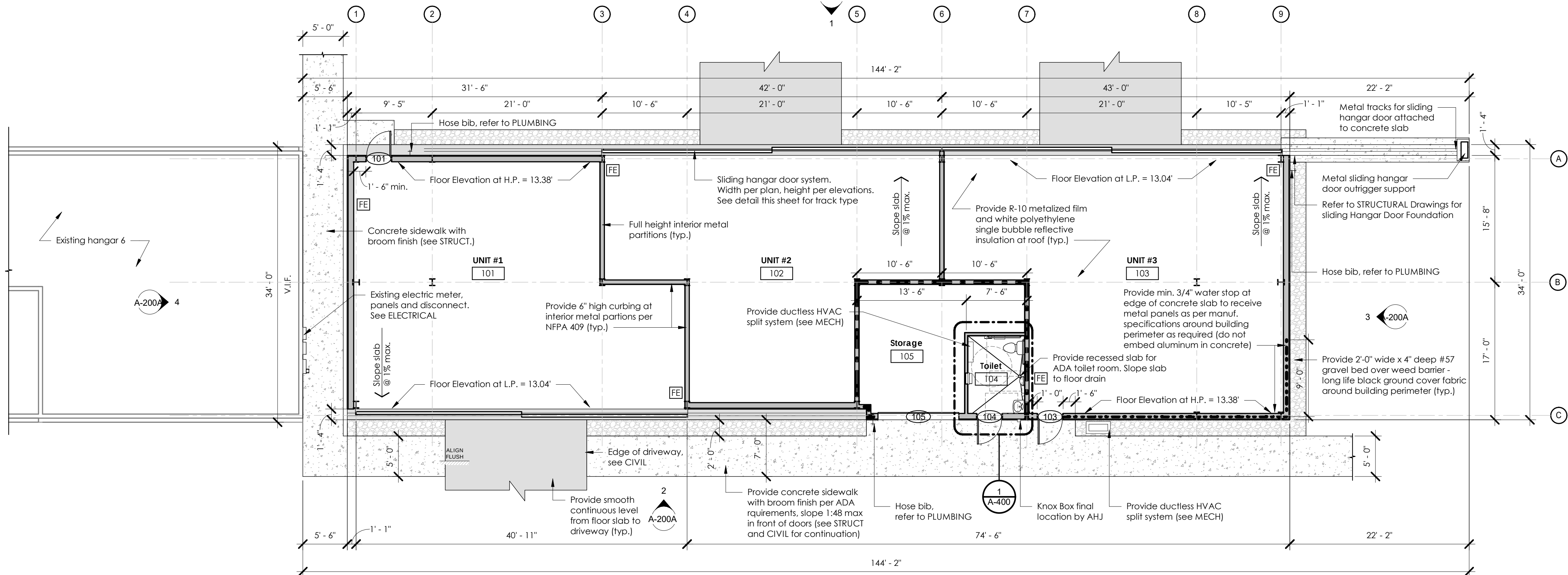
FLOOR PLAN NOTES:

- All entry doors shall be handicap accessible as per the Florida accessibility code. For building construction section 404 these doors are denoted by the international symbol of access (ISA).
- In accordance with npa 10:
 - T-Hangar Units: Provide purple k dry chemical 10 pound, 80 b-c, portable fire extinguisher for extra hazard occupancy, as shown on plans, and within a travel distance of 50 ft max.
 - Storage Room 105: Provide one (1) 2-A:40BC fire extinguisher as shown on plan.
 - The fire extinguishers will be hung in compliance with NFPA, Florida Fire Protection Code, Florida Building Code, and ADA.
 - Each location shall have a sign mounted above the fire extinguisher identified as "fire extinguisher."
 - Additional devices may be required by local fire marshal having jurisdiction.
- Exposed interior insulation attached to walls and ceilings shall comply with special provisions for interior wall and ceiling finish criteria of npa 101 & fbc.
- The surface of the floor slab shall be noncombustible and above the adjacent apron at the entrance of the hangar.
- Contractor to coordinate all penetrations in exterior wall and roof with manufacturer. These include roof vents, sleeves, etc. Contractor to provide all openings in exterior walls and roof for other trades to install vent lines etc.
- Contractor shall provide appropriate infill at all partitions, floor surface, ceiling surfaces where height, plan, material or other transitions occur. Infill shall include appropriate structural back-up.
- Work requiring tapping into existing utilities, etc. Shall be coordinated with the engineer.
- Exact size and location of all framed openings to be coordinated during shop drawing review.



2 TYP. THRESHOLD DETAIL

0' 1' 2' 4' 8'
3\"/>



1 T-HANGAR # 6 - FLOOR PLAN

0' 2' 4' 8' 16'
1/8\"/>

CODE RESEARCH (HANGAR #6)

FBC 2017 & NFPA 409 2016

OCCUPANCY CLASSIFICATION:	GROUP S-1 MODERATE-HAZARD STORAGE
SPECIAL OCCUPANCY REQUIREMENTS:	AIRCRAFT HANGAR (STORAGE ONLY)
TYPE OF CONSTRUCTION:	TYPE IIB & TYPE II (000) UNPROTECTED/UNSPRINKLERED
ALLOWABLE BLDG HGT & AREA PER FBC:	55' HGT 2 STORY 17,500 S.F.
AIRCRAFT HANGAR GROUP PER NFPA:	GROUP III
ALLOWABLE DOOR/BLDG HGT & AREA PER NFPA:	28' DR ACCESS HGT 1 STORY 12,000 S.F.
ALLOWABLE BLDG HGT PER FAA PART 77 FROM RUNWAY 9-27:	86' HGT
ALLOWABLE BLDG HGT PER AIRPORT DEVELOPMENT CODE:	45' HGT
REQUIRED SEPARATION OF FIRE AREAS PER NFPA:	1 HR
REQUIRED FIRE FLOW MAXIMUM FIRE AREA ALLOWABLE PER FBC & NFPA:	12,000 S.F.
FIRE SEPARATION DISTANCE FOR EXTERIOR WALLS PER FBC:	30' > X ≥ 10' = 0 FIRE RATING
MINIMUM BLDG SEPARATING REQUIRED BTWN SINGLE HANGAR BLDGS PER NFPA:	50'-0"
ACTUAL FIRE SEPARATION DISTANCE +/- 42'-4", THEREFORE 1-HOUR RATED FIRE BARRIER REQUIRED	
SEPARATION OF INCIDENTAL ACCESSORY OCCUPANCIES PER FBC:	1 HR FIRE RESISTANT RATING
ROOF COVERINGS SHALL BE LISTED AS PER NFPA:	CLASS "C" OR BETTER
EXPOSED INTERIOR INSULATION PER FBC:	THERMAL/ACOUSTICAL INSUL CLASS A ONLY
OIL SEPARATOR EXCEPTION PER FBC:	NO SINGLE LEASE SPACE EXCEEDING 2000 S.F.

PROVIDED

TOTAL PROPOSED T-HANGAR (ADDITION) SQUARE FOOTAGE:	3,581 S.F.
EXISTING T-HANGAR BUILDING SQUARE FOOTAGE:	6,583 S.F.
TOTAL BUILDING AREA:	10,164 S.F.
MAXIMUM BOX HANGAR SINGLE LEASE SPACE:	1,184 S.F.
T-HANGAR BUILDING HEIGHT:	+/- 14'-11" HGT, 1 STORY
NEAREST BUILDING OR PROPERTY LINE:	+/- 43'-8"

DESIGN CRITERIA:

ULTIMATE DESIGN WIND SPEEDS, ASCE 7, V _{III} FOR RISK CATEGORY II BUILDINGS	130 MPH
ULTIMATE WIND SPEED (3 SECOND GUSTS):	"D" ENCLOSED
EXPOSURE CATEGORY:	ARE APPLICABLE
WIND BORNE DEBRIS REGION REQUIREMENTS:	
REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL DESIGN CRITERIA AND REQUIREMENTS	

FE PORTABLE FIRE EXTINGUISHER AND CABINET
(REFER TO FLOOR PLAN NOTES)

INTERIOR NON-BEARING WALL RATING - 1 HR FIRE RATED SEPARATION (BASIS OF DESIGN UL NO. W404): GIRTS "Z" OR "C" PLACED HORIZONTALLY, MINIMUM 8" DEEP x 2" WIDE FLANGES x 0.056" THICK STEEL SPACED MAXIMUM 90" O.C.; STEEL WALL PANELS (FACING UNITS) MINIMUM 1 - 1/8" DEPTH x 3/4" WIDE x NO. 26 MSG COATED STEEL PANELS; HAT SHAPED FURRING CHANNELS NOMINALLY 3" WIDE x 1 - 1/2" DEEP x MINIMUM 20 MSG GALVANIZED STEEL AT MAXIMUM 24" O.C. PERPENDICULAR TO GIRTS; GYPSUM WALLBOARD (STORAGE AND TOILET ROOM SIDE PROVIDE M.R. GWB) TWO LAYERS OF 5/8" THICK GYPSUM WALLBOARD BEARING THE UL CLASSIFICATION MARK FOR FIRE RESISTANCE AND MINIMUM 3 - 1/2" THICK (R-11) GLASS FIBER BLANKETS.
COLUMN PROTECTION: PROTECT COLUMNS SUPPORTING HORIZONTAL WALL GIRTS AS REQUIRED PER COLUMN DESIGN NO. X524 OR X530 FOR PROTECTION OF COLUMNS.

EXTERIOR NON-LOADING BEARING WALL RATING - 1 HR FIRE RATED SEPARATION (BASIS OF DESIGN UL NO. V421): GIRTS "Z" OR "C" PLACED HORIZONTALLY, 6" TO 12" DEEP x 2" TO 4" WIDE FLANGES x 0.056" TO 0.120" THICK STEEL SPACED MAXIMUM 48" O.C.; STEEL WALL PANELS MINIMUM 1/4" WIDE x NO. 26 MSG COATED STEEL PANELS; HAT SHAPED FURRING CHANNELS 2 - 5/8" WIDE x 7/8" DEEP x MINIMUM 25 MSG GALVANIZED STEEL AT 24" O.C. PERPENDICULAR TO GIRTS; GYPSUM WALLBOARD BEARING THE UL CLASSIFICATION MARK FOR FIRE RESISTANCE - EXTERIOR FACE ONE LAYER OF EXTERIOR GRADE 5/8" THICK GYPSUM WALLBOARD OR GYPSUM SHEATHING, INTERIOR FACE ONE LAYER OF 5/8" THICK GYPSUM WALLBOARD.
COLUMN PROTECTION: PROTECT COLUMNS SUPPORTING HORIZONTAL WALL GIRTS AS REQUIRED PER COLUMN DESIGN NO. X524 OR X530 FOR PROTECTION OF COLUMNS.

Stamp:

Client:



City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095
(904) 757-6106

Project Manager: Justin Vollenweider, AIA
Project Architect: Chris Nardone, AIA
Designer: Justin Vollenweider, AIA

No.	Date	By	Description

UNAUTHORIZED USE OF THESE DRAWINGS IS IN VIOLATION OF
FLORIDA ADMINISTRATIVE CODE §§15-27.003 AND FLORIDA
STATUTES §71.033(1). THESE PLANS ARE COPYRIGHT
PROTECTED. ©

FLOOR PLAN

HANGAR #6
Fernandina Beach
Municipal Airport
(FHB)

HANGARS 6 & 7 EXPANSION

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.:

99000047.0091

Drawing No.:

A-100A

Date:

OCTOBER 26, 2020

BID ALTERNATE 1

BID SET



OTAK GROUP, INC.

DESIGN-BUILD, CIVIL, GENERAL & MARINE CONTRACTORS

March 17th, 2021

Nathan Coyle
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach, FL 32034
ncoyle@fbfl.org
(904) 310-3436

SUBJECT: ITB #21-01 Hangars 6 and 7 Development Project-Fernandina Beach Municipal Airport
RE: Notice of Bid Withdraw-OTAK Group, Inc.

Dear Mr. Coyle,

At this time OTAK Group, Inc. is respectfully submitting a Notice of Bid Withdraw for the above referenced solicitation submission provided to the City of Fernandina Beach on 03/12/2021.

OTAK Group greatly values our longstanding relationship we have enjoyed with the City of Fernandina Beach.

We sincerely apologize for any inconvenience this has caused and truly look forward to future opportunities with the City of Fernandina Beach.

If you have any questions concerning this request or withdraw please feel free to contact me on my cell at (904) 237-9824. Thank you.

Sincerely,

Aaron Kato

A handwritten signature in blue ink, appearing to read "A. Kato", is written over the printed name "Aaron Kato". The signature is fluid and stylized, with a long horizontal stroke extending to the right.

Owner/President
OTAK Group, Inc.

TASK ORDER NUMBER 3
Hangar 6 and 7 Development Project
Construction and RPR Services

THIS TASK ORDER is made effective as of the ____ day of _____ 2021, between the **City of Fernandina Beach**, a political subdivision of the State of Florida, (hereinafter referred to as the "City"), and **HANSON PROFESSIONAL SERVICES, INC.** a Delaware Corporation authorized to transact business in the State of Florida (hereinafter referred to as the "Professional") (Collectively, the "Parties").

It is agreed to undertake the following work in accordance with the provisions of our Agreement to Furnish Professional Services Continuing Contract dated November 15, 2018.

Description of Assignment:

This project includes the construction administration and construction observation services for Hangar 6 and 7 Development Project at the Fernandina Beach Municipal Airport.

SEE ATTACHMENT "A" – SCOPE OF SERVICES.

Basis of Compensation:

The total LUMP SUM fee is **Sixty-Nine Thousand Three Hundred Ninety-Five Dollars and 00/100 cents (\$69,395.00).**

SEE ATTACHMENT "B" – FEE SUMMARY

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the respective dates under each signature.

**HANSON PROFESSIONAL
SERVICES INC.**

**City of Fernandina Beach
Fernandina Beach Municipal
Airport**


By _____

By

Blake Swafford

Print Name

Dale L. Martin

Print Name

Vice President

Print Title

City Manager

Print Title

3-31-21

Date

Date

Attachment "A" - Scope of Services Fernandina Beach Municipal Airport Hangars 6 & 7 Expansion – Construction Services

Services:

The Scope of Services to be provided is limited to items described below. Additional services, if required, may be subsequently authorized by the owner as a separate or amended task order.

Part 1 - Construction Administration

1. Provide General Construction Administrative services as needed.
2. Attend Preconstruction Meeting. Prepare meeting agenda, sign-in sheet, and meeting notes. The meeting notes and sign-in sheet will be electronically distributed to attendees.
3. Review of submittals, respond to requests for information (RFI) and site visits.
4. Construction Progress Meetings/Coordination. Project staff to participate (by phone conference) in construction progress meetings/coordination to discuss and coordinate project specifics with airport staff and/or contractor.
5. Construction Site Visits. Engineering staff to make up to two (2) site visits to observe construction progress, general character and quality of the work.
6. Evaluate Contractor Pay Requests. Review Contractor pay requests and recommend payment, including adjustments in accordance with the contract documents.
7. Review and process contractor requests for change orders.
8. Project Closeout. Assemble and submit final project records.

Part 2 - Construction Monitoring

1. Construction Site Visits. Project staff to make up to ten (10) site visits to observe construction progress for general conformance and quality of work to the contract documents.
2. Substantial completion observation. Attend a substantial completion walkthrough and issue a punch list of items to be completed prior to final acceptance.
3. Perform a final inspection and observations of punchlist items.
4. Coordinate with the contractor to provide final project record drawings.

QUALIFICATIONS:

Our services shall be limited by the following Qualifications:

1. Direct expenses related to the project, such as travel and per diem will be reimbursed at the allowable FDOT rates.
2. Only those services identified above are included in this Agreement.

End of Scope of Services

**ATTACHEMENT A
FEE SUMMARY
FERNANDINA BEACH MUNICIPAL AIRPORT
FHB HANGAR 6 and 7 EXPANSION
CONSTRUCTION ADMINISTRATION AND RPR SERVICES**

Task	Task Description	Total Cost	Total Hours	Project Manager E/A/S VII	Project Engineer E/A/S VI	Construction Observation Tech VII	Clerical Admin II
				\$229	\$176	\$138	\$90

Part 1 - Construction Phase Services

General Construction Administration/Coordination	\$ 3,256	20	8	4		8
Pre-Construction Meeting/Minutes	\$ 1,932	14			14	
Submittal/Shop Drawing Reviews	\$ 13,136	80	8	36	36	
Respond to Contractor Request for Information	\$ 3,152	18	4	8	6	
Pay Requests	\$ 1,990	12	2	4	6	
Electrical Engineer Site Visit	\$ 2,748	12	12			
Change Orders	\$ 1,914	12	2	2	8	
Project Closeout	\$ 3,522	22	2	8	12	
Sub-Total:	\$ 31,650	190	38	62	82	8

Part 2 - Additional Construction Services

Resident Project Representative						
Initial Project Review/Prep Time	\$ 2,912	20		4	16	
10 Project Site Visits during construction	\$ 16,560	120			120	
Project/Construction Coordination & Weekly Meetings	\$ 4,140	30			30	
Substantial Completion/Punch List and Final Inspection	\$ 2,760	20			20	
Record Drawings	\$ 1,808	12		4	8	
Sub-Total:	\$ 28,180	202	0	8	194	0

TOTAL - BASIC SERVICES \$ 59,830

DIRECT COSTS - BASIC SERVICES

Copies, Mailing, Equipment, Supplies	\$ 250
Travel - Airport (10 trips @ 475 miles roundtrip X \$.54/mile)	\$ 2,565
Lodging/Meals - 5 Nights @ \$150	\$ 750
Testing	\$ 6,000
Sub-Total:	\$ 9,565

Total Fee: \$ 69,395 392.00 38.00 70.00 276.00 8.00

Application for Airport Commercial Lease or Airport Operating Permit Aeronautical or Non-Aeronautical

This submission is to assist the City of Fernandina Beach to make a meaningful assessment of the costs and the benefits of committing airport land or improvements to a potential lessee. Also helps to determine if the commercial activity proposed is consistent with the Master Plan, the Airport Layout Plan, the Airport Business Plan, other plans associated with the airport, and/or are deemed in the best interests of the City. Required information for commercial activity lease shall include:

1. The legal name of the entity submitting this application and its business name (if different):

Aviation of North Florida, LLC / World Skydiving Center Amelia Island

2. The address and telephone number of the entity and primary contact person:

Mike Doke - (904)302-3295 - 785 Oakleaf Plantation Pkwy. Unit 1613 Orange Park, FL 32065

3. The names, addresses, phone numbers and short resume all owners of five (5) per cent or more equity interest, management control, or debt in the entity:

Mike Doke (904)302-4395

4. A comprehensive listing of all activities proposed to be offered, along with copies of all applicable Federal, State, or local operating certificates and licenses held:

Tandem and Sport Skydiving operation according to FAA/FHB

5. Evidence of past experience and technical ability to perform and/or develop the proposed services and facilities:

Resume Attached

6. Amount of land to lease: 1/2 acre, or enough to put in place a modular prefab building and pole barn type structure.

Building space to lease or facilities to construct: Modular Prefab Building and Pole Barn

Will there be any subleasing of building space: No subleasing

7. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.

Estimated costs for installing a Pole Barn and Modular Building are expected to be \$30,000. No financing is necessary. Will pay cash.

8. The dates for commencement and completion of proposed development or the proposed date for commencement of the intended activities and proposed term for conducting same:

Estimated time for completing structures are 2 months after lease commencement.

9. The equipment, any special tooling required, vehicles, and inventory proposed to be utilized in connection with the intended activities:

1-3 Cessna 182 aircrafts. As growth occurs we are prepared to acquire larger aircraft. Other equipment but not limited to, parachutes, harnesses, packing/rigging tools, computers, TV's and other office fixtures.

10. Will there be any hazardous materials located on site:

If yes describe:

No Hazardous materials onsite

11. The number of persons to be employed, including the names and qualifications of each management/supervisory person, and specifications as to whether the employees will be fulltime, part-time, or seasonal:

Mike Doke, Owner Fulltime
Jennifer Dover, Office Manager Fulltime
Justin Valerio, Instructor Fulltime
Nate Crawford, Instructor Fulltime
Shane Sinnott, Pilot Fulltime
Alex Adkins, Pilot Fulltime
John Carmen, A@P/IA, Fulltime

12. Periods (days and hours) of proposed operation:

7 days a week, from sun up to sun down year round

13. The number of aircraft to be utilized in connection with the proposed activities and the make, model, passenger seating capacity, cargo capacity, aircraft registration number, and copies of applicable operating certificates for each aircraft:

	#1	#2	#3
Make	Cessna	Cessna	Cessna
Model	182	182	182
Passanger capacity	4	4	4
Cargo Capacity	0	0	0
Aircraft registration number	N6224A	N3888D	N6261A

14. Amounts and types of insurance coverage to be maintained (no less than required under Minimum Standards):

Currently \$1,000,000 Liability policy on each aircraft as per current minimum standards at our current location. Will meet FHB minimums as necessary

15. For proposed agreements for lease of unimproved or improved Airport areas, a layout (to scale) of the size, configuration, and location of the property proposed for occupancy and a preliminary drawing(s) of the building(s) and improvements to be constructed, together with the identification of vehicle parking areas (See Ground Leasehold Development Process):

Plan to install a pole barn approx 40x40ft, and 1 Prefab office building approx 16x30ft. Building would be adjacent to the existing skydiving operation.

16. For proposed agreements to lease existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, tie-downs, and vehicle parking areas to be utilized (See Ground Leasehold Development Process):

Plan to utilize 1-3 Tie Down Locations on existing ramp, or install our own on leased property

17. Evidence of a written business plan to include:

- a. Business projections for the first year by quarter and the succeeding 4 years annualized.

Attached

- b. A current balance sheet and previous fiscal year's balance sheet.

Attached

- c. Methods to be used to attract new business (advertising and incentives).

Our Marketing Strategy consists of radio ads, brochures, direct advertising through partnering business, and through already established website. Social media will be attended to each day along with other business networking. Strong online campaigns will be used as well. Percentage discounts will be offered for groups. Incentives will also be offered based on referrals.

d. Amenities to be provided to attract business.

Higher than normal Tandem Skydives. Typical Small Piston Jump Altitude is 10,000ft. We are currently offering a 10,000ft jump along with a more popular 13,500ft jump. This extra altitude doubles the freefall time for customers and brings in additional customers who would normally visit a competing skydiving center. Full service Rigging Service provided by one of our FAA certified Parachute Riggers.

e. Plans for physical expansion, if business should warrant such expansion.

Expansion plans would include additional and/or larger aircraft, additional parachuting gear, additional buildings, and additional leased property, on an as needed basis. Pathways to more and/or larger aircraft are already established.

18. Contact information of three references (name, title, company, telephone):

- a. Chris Guest - Herlong Airport Manager - (904) 545 - 1625
- b. John Carmen - Aircraft Mechanic (A&P/IA) - (904) 207 - 9987
- c. Justin Valerio - Instructor/Long Time Co-worker - (321) 747 - 6639

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

- a. Chris Guest - Herlong Airport Manager - (904) 545 - 1625
- b. Patrick Howell - Landlord - (904) 741-4902
- c. Chase Credit Card - (212) 552-3819

Aviation of North Florida, LLC Balance Sheet

	FY-2020	FY-2021
Asset Type	Prior Year	Current Year
Current Assets	538,000	196,700
Fixed Assets	120,000	116,700
Other Assets	0	0
Current Liabilities	193,635	48,333
Long-term Liabilities	8,900	2,200
Owner Equity	0	0
Total Assets	658,000	313,400
Total Liabilities & Stockholder Equity	202,535	50,533
Balance	455,465	262,867

World Skydiving Center Business Plan

1. The Services that WSC will offer/provide are:
 - 1st Time Tandem Skydive Instruction
 - Recreational Skydiving with Proper Licenses and Experience
 - Parachute Rigging Services by an FAA Certified Parachute Rigger
2. The Space Requirements are the 1/2 acre land lease
3. WSC will use a modular, prefab building and a pole barn structure
4. Initially only 1-2 Cessna 182 aircrafts will be needed for all the services listed in #1 above. As growth occurs, we are prepared to acquire larger aircraft if necessary. Paths to acquire larger aircraft are already in place.
5. All equipment and tools will be provided by WSC and/or Independent Contractors to maintain and operate WSC legally and professionally according to all FAA/FHB rules and regulations
6. No planned employees will be used at the start of business. Independent Contractors, with proof of credentials, will be used as needed. As WSC grows, the possibility of employees increases and will be used on an as needed basis. WSC will not collect any money from the contractors.
- 7/8 WSC will be owned and managed by Mike Doke who's resume has been attached. Currently there is no need for other owners/managers
9. WSC will operate 5-7 days each week, year round. Hours of operation will be from sunrise to sunset
10. General Liability Insurance will be maintained plus what is required from FHB
11. Financial projections for WSC are strong as we are not starting from scratch. We already have existing websites, social media accounts, placement on google, positive online reviews, and an established phone number. We are projecting \$33,000 in sales for the first quarter, and \$150,000 by the end of the first year. We are anticipating to double that by the end of the first year and do \$300,000 in sales by the end of year 2.

12. Our Marketing Strategy consists of radio ads, brochures, direct advertising through partnering business, and through already established website. Social media will be attended to each day along with other business networking. Strong online campaigns will be used as well. Percentage discounts will be offered for groups. Incentives will also be offered based on referrals.
13. WSC will offer several different training methods on an as needed basis using standards provided by the USPA with certification upon satisfactory completion. WSC will also offer parachute rigging and rigging training by a certified FAA parachute rigger to outside professionals as well.
14. Expansion plans would include additional and/or larger aircraft, additional parachuting gear, additional buildings, and additional leased property, on an as needed basis. Pathways to more and/or larger aircraft are already established.

MikeDoke

785 Oakleaf Plantation Pwky
Unit 1613
Orange Park, FL 32065
(904) 302-4395

EXPERIENCE

Skydive Monroe, Monroe, GA — Videographer

2002 - 2005

Provided skydiving video and photography services

Skydive Atlanta, Thomaston, GA — Tandem Instructor / Videographer

2006

Provided Tandem Instructional Jumps and Skydiving Video and Photography Services

Skydive Space Center, Titusville FL — Tandem Instructor / Videographer

2007

Provided Tandem Instructional Jumps and Skydiving Video and Photography Services

Skydive Jacksonville, Jacksonville, FL — Tandem Instructor / Videographer / Parachute Rigger

2007 - 2015

Provided Tandem Instructional Jumps, Skydiving Video and Photography Services and Parachute Rigging Services

World Skydiving Center, Jacksonville, FL — Tandem Instructor / Videographer / AFF Instructor/ Parachute Rigger

2016 - 2017

Provided Tandem Instructional Jumps, Skydiving Video and Photography Services, AFF Instruction, and Parachute Rigging Services

World Skydiving Center, Jacksonville, FL — Tandem Instructor / Videographer / AFF Instructor/ Parachute Rigger

2017 - Current

Took Ownership and Provided Tandem Instructional Jumps, Skydiving Video and Photography Services, AFF Instruction, and Parachute Rigging Services

Credentials/Ratings

12.000+ Jumps

USPA “PRO” Rating

USPA Coach

USPA AFF Instructor

USPA Tandem Instructor

USPA Tandem Examiner

UPT Tandem Examiner

Strong Tandem Examiner

FAA Senior Parachute Rigger
with Back, Seat, and Chest
Endorsements.

Owner/Operator of (4) Cessna
182 Aircraft







Skydiving Discussion/Agenda Item Application Notes:

1. An application for operation of a skydiving agency has been received. The purpose of this discussion is to obtain preliminary feedback on the application prior to coordinating further actions with the applicant. The airport has been working with the FAA on this proposal, and will review the application with the FAA ADO.
2. FAA AC 105-2 provides guidance on parachute operations. Skydiving is considered, by the FAA, to be an aeronautical activity.
3. FAA grant assurances related to this discussion:
 - a. Economic Nondiscrimination – making airport available on reasonable terms without unjust discrimination for aeronautical use.
 - b. Exclusive Rights – the airport shall permit no exclusive right by any person providing, or intending to provide, aeronautical services to the public. Note: An airport can grant itself exclusivity.
 - c. Operation and Maintenance – The airport and facilities serving aeronautical users of the airport shall be operate at all times in a safe and serviceable condition and in accordance with minimum standards.
4. Operation must meet Minimum Standards. Facility development must meet minimum standards, architectural standards, City building code, NFPA etc. Facility must be considered permanent under the Florida Building Code.
5. FHB has an existing skydiving operation. Highlights are:
 - a. Limits the current lessee to 4 tandem jumpers in the air at any time.
 - b. Prohibits solo jumping, instruction jumping, competitions, accelerated free fall and other skydive discipline except paid tandem staff may jump solo to maintain proficiency.
 - c. Limits the current lessee to 1 aircraft for to be used to conduct tandem business.
 - d. License agreement for the drop zone states priority use to the permittee.
 - e. Jumps limited one hour after sunup to one hour before sundown.
 - f. If needed, restrictions to operations can be authorized if for the purpose of protecting safety and efficiency. See attached FAAO 5190.6B for this guidance.
 - g. Ground lease did anticipate ongoing improvements to the facility over time (from the original lessee) that have not yet occurred. The airport is in discussion with the lessee about this.
6. **USPA Drop Zone Parameters** - Areas used for skydiving should be unobstructed, with the following minimum radial distances to the nearest hazard: [S]
 - a. solo students and A-license holders—330 feet
 - b. B- and C-license holders and all tandem skydives—165 feet
 - c. D-license holders—40 feet
7. Hazards are defined as telephone and power lines, towers, buildings, open bodies of water, highways, vehicles, and clusters of trees covering more than 32,292 square feet.
8. Manned ground-to-air communications (e.g., radios, panels, smoke, lights) are to be present on the drop zone during skydiving operations.



Chapter 14. Restrictions Based on Safety and Efficiency Procedures and Organization

14.1 Introduction. This chapter outlines guidance and standard methodology by which FAA reviews existing or proposed restrictions on aeronautical activities at federally obligated airports on the basis of safety and efficiency for compliance with federal obligations. It does not address other airport noise and access restrictions, which are discussed in chapter 13 of this Order, *Airport Noise and Access Restrictions*.

14.2. Applicable Law. The sponsor of any airport developed with federal financial assistance is required to operate the airport for the use and benefit of the public and to make it available to all types, kinds, and classes of aeronautical activity on reasonable terms, and without unjust discrimination.³⁷ Grant Assurance 22, *Economic Nondiscrimination*, of the prescribed sponsor assurances, implements the provisions of 49 United States Code (U.S.C.) § 47107(a) (1) through (6). Grant Assurance 22(a) requires that the sponsor of a federally obligated airport:

...will make its airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

Grant Assurance 22(h) provides that the sponsor:

...may establish such reasonable, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

The Airport Noise and Capacity Act (ANCA), as implemented by 14 Code of Federal Regulations (CFR) Part 161, establishes a national program for review of airport noise and access restrictions on operations by Stage 2 and 3 aircraft.³⁸ In reviewing proposed safety and efficiency restrictions affecting such operations, airports district offices (ADOs) and regional airports divisions should consult with the Airport Compliance Division (ACO-100) for possible referral to the Airport Planning and Environmental Division (APP-400) and Assistant Chief Counsel for Airports and Environmental Law (AGC-600).

³⁷ The FAA shall develop plans and policy for the use of navigable airspace to ensure the safety of aircraft and efficient use of airspace. (49 U.S.C. § 40103.) The U.S. Government has exclusive sovereignty over airspace of the United States and thus makes the final decision regarding safety of aircraft.

³⁸ Safety and efficiency restrictions are typically imposed at generally aviation (GA) airports on aircraft that are not designated Stage 2 or 3 (e.g., hang gliding and banner towing aircraft). Accordingly, most safety and efficiency restrictions will be subject to review only for compliance with grant assurance and Surplus Property Act obligations, and not ANCA.

14.3. Restricting Aeronautical Activities. While the airport sponsor must allow use of its airport by all types, kinds, and classes of aeronautical activity, as well as by the general public, Grant Assurance 22, *Economic Nondiscrimination*, also provides for a limited exception: “the airport sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is reasonable and necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.” A prohibition or limit may be based on safety or on a conflict between classes or types of operations. This generally occurs as a conflict between fixed-wing operations and another class of operator that results in a loss of airport capacity for fixed-wing aircraft. Any restriction proposed by an airport sponsor based upon safety and efficiency, including those proposed under Grant Assurance 22(i), must be adequately justified and supported.

Prohibitions and limits are within the sponsor’s proprietary power only to the extent that they are consistent with the sponsor’s obligations to provide access to the airport on reasonable and not unjustly discriminatory terms and other applicable federal law.

The Associate Administrator for Airports, working in conjunction with Flight Standards and/or the Air Traffic Organization, will carefully analyze supporting data and documentation and make the final call on whether a particular activity can be conducted safely and efficiently at an airport. In all cases, the FAA is the final arbiter regarding aviation safety and will make the determination regarding the reasonableness of the sponsor’s proposed measures that restrict, limit, or deny access to the airport.

The FAA, not the sponsor, is the authority to approve or disapprove aeronautical restrictions based on safety and/or efficiency at federally obligated airports.

14.4. Minimum Standards and Airport Regulations. An airport proprietor may adopt reasonable minimum standards for aeronautical businesses and adopt routine regulations for use and maintenance of airport property by aeronautical users and the public. These kinds of rules typically do not restrict aeronautical operations, and therefore would generally not require justification under Grant Assurance 22(i). For example, an airport sponsor may require a reasonable amount of insurance as part of their minimum standards.

a. Type, Kind, or Class. Grant Assurance 22(i) refers to the airport sponsor’s limited ability to prohibit or limit aeronautical operations by whole classes or types of operation, not individual operators. If a class or type of operation may cause a problem, all operators of that type or class would be subject to the same restriction. For example, if the sponsor of a busy airport finds that skydiving unacceptably interferes with the use of the airport by fixed-wing aircraft, and the FAA agrees, the sponsor may ban skydiving at the airport. However, the sponsor could not ban some skydiving operators and allow others to operate. If a sponsor believes there is a safety issue with the flight operations of an individual aeronautical operator, rather than a class of operations, the sponsor should report the issue to the Flight Standards Service as well as bringing it to the attention of the operator’s management.

The term “kind” in Grant Assurance 22(i) is not defined in the Federal Aviation Act of 1958 (FAA Act), the Airport and Airway Improvement Act of 1982 (AAIA), or in FAA regulations, and has been interpreted not to add any meaning distinct from “class” and “type” of operation or operator.

b. Multi-Airport Systems. The operator of a system of airports may have some ability to accommodate operations at its other airports if those operations are restricted at one airport in the system. However, any access restrictions must still be fully justified, based on a safety or efficiency problem at the airport where the restrictions apply. Such restrictions must also comply with ANCA. The operator may not simply allocate classes or types of operations among airports based on preference for each airport’s function in the system.

c. Purpose. A prohibition or limit on aeronautical operations justified by the sponsor on the basis of safety or efficiency, under Grant Assurance 22(i), will be evaluated based on the stated purpose, justification, and support offered by the sponsor. If it appears that the sponsor actually intends the restriction to partially or wholly serve other purposes, such as noise mitigation, the safety and efficiency basis of the restriction should receive special scrutiny.

d. Examples of Grant Assurance 22(i) restrictions.

(1). Examples of airport rules approved by the FAA prohibiting, limiting, or regulating operations under Grant Assurance 22(i) have included:

(a). Limiting skydiving, soaring, and banner towing operations to certain times of the day and week to avoid the times of highest operation by fixed-wing aircraft.

(b). Banning skydiving, soaring, ultralights, or banner towing when the volume of fixed-wing traffic at the airport would not allow those activities without significant delays in fixed-wing operations.

(c). Limiting skydiving, soaring, and ultralight operations to certain areas of the airfield and certain traffic patterns to avoid conflict with fixed-wing patterns.

(d). Restricting agricultural operations due to conflict with other types of operations or lack of facilities to handle pesticides safely that are used in this specialized operation.

(2). Examples of restrictions which the FAA has found were not justified for safety or efficiency under Grant Assurance 22(i) have included:

(a). A nighttime curfew for general aviation operations, based on safety, when Part 121 operators were allowed to operate in night hours.

(b). A ban on scheduled commercial operations, based partly on safety grounds, when nonscheduled commercial operations were permitted.

(c). A ban on certain categories of aircraft, based on safety, where the banned categories of operator were defined solely by aircraft design group, which is an airport planning and design criterion based on approach speed for each aircraft type.

(d). A total ban on skydiving, when skydiving could be accommodated safely at certain times of the week with no significant effect on fixed-wing traffic.

(3). Examples of operational restrictions that generally do not require justification under Grant Assurance 22(i).

(a). Examples of airport rules approved by the FAA prohibiting, limiting, or regulating aeronautical operations that would not require justification under Grant Assurance 22(i) have included:

(i). Designated runways, taxiways, and other paved areas that may be restricted to aircraft of a specified maximum gross weight or wheel loading.

(ii). Designated areas for maintenance, fueling, and aircraft painting.

(iii). Use of airport facilities by the general public may be restricted by vehicular, security, or crowd control rules.

14.5 Agency Determinations on Safety and System Efficiency. The FAA airports district office (ADO) or regional airports division will make the informal (Part 13.1) determination and the Office of Compliance and Field Operations (ACO) will make the formal (Part 16) determination on whether a particular access restriction is a violation of the airport sponsor's grant assurances, subject to appeal to the Associate Administrator for Airports. However, when an informal Part 13.1 report or formal Part 16 complaint is filed regarding an access restriction based on safety or air traffic efficiency, the FAA Office of the Associate Administrator for



An Airports Airspace Analysis has been used to assess the safe and efficient use of the navigable airspace by aircraft and/or the safety of persons and property on the ground, including ultralights, banner towing, acrobatic flying, gliders, and parachute jumping functions. Analysis would include internal FAA coordination with the appropriate FAA offices (Flight Standards and/or Air Traffic) and a review of flight procedures. (Photo: FAA)

Airports should obtain assistance from the appropriate FAA office, usually Flight Standards for safety issues and Air Traffic for efficiency and utility issues. While Flight Standards has jurisdiction for safety determinations, coordination with Air Traffic or other FAA offices might be required in cases where the aeronautical activity being denied has an impact on the efficient use of airspace and the utility of the airport.

14.6. Methodology. The goal of this guidance is to provide a standard procedure for addressing technical safety and efficiency claims in support of an airport access restriction. It is often appropriate to ask Flight Standards to conduct a safety review or to ask Air Traffic for an airspace study to determine the impact of a restriction on the safety, efficiency, and utility of the airport. The determinations provided by these offices may be an important part of the decision making process and material record used as part of a Director's Determination (DD) and Final Agency Decision (FAD) and possibly for a decision subject to judicial review.

A sponsor's justification for a proposed restriction should be fully considered, but should also be subjected to an independent analysis by appropriate FAA offices. Early contact with Flight Standards as part of an investigation is desirable since it is possible that a safety determination may already have been made. For example, certain operators may already possess a "Certificate of Waiver or Authorization" from Flight Standards to conduct the aeronautical activity the airport is attempting to restrict, such as banner towing. Such a document would allow certain operations to remain in compliance with Part 91, *General Operating and Flight Rules*. These "waivers" or "authorizations" are de facto safety determinations; their issuance implies that the activity in question can be safely accommodated provided specified conditions are followed.

Similarly, if applicable, the FAA Office of the Associate Administrator for Airports should check with Air Traffic early in the investigation in order to determine whether or not any Air Traffic special authorization or study affecting the aeronautical activity in question was issued or exists.

However, when neither an FAA Flight Standards safety nor an Air Traffic determination or study exists, a review process that includes Flight Standards and/or Air Traffic should be coordinated by the FAA Office of the Associate Administrator for Airports to address the issue of accommodating the aeronautical activity in question at the airport. Depending on Flight Standards/Air Traffic familiarity with the affected airport and its operation, a site inspection may or may not be required. After an evaluation, Flight Standards and/or Air Traffic may or may not decide that a particular activity may be able to be safely conducted at the airport. The ADO, regional airports division, or ACO will issue a determination based on the analysis of all responses.

14.7. Reasonable Accommodation. The purpose of any investigation regarding a safety-based or efficiency-based restriction of an aeronautical use is to determine whether or not the restricted activity can be safely accommodated on less restrictive terms than the terms proposed by the airport sponsor without adversely affecting the efficiency and utility of the airport. If so, the sponsor will need to revise or eliminate the restriction in order to remain in compliance with its grant assurances and federal surplus property obligations.

A complete prohibition on all aeronautical operations of one type, such as ultralights, gliders, parachute jumping, balloon and airship operations, acrobatic flying, or banner towing should be approved only if the FAA concludes that such operations cannot be mixed with other traffic without an unacceptable impact on safety or the efficiency and utility of the airport.

When it is determined that there are less restrictive ways or alternative methods of accommodating the activity while maintaining safety and efficiency, these alternative measures can be incorporated in the sponsor's rules or minimum standards for the activity in question at that airport.

a. Other agency guidance. Any accommodation should consider 14 Code of Federal Regulations (CFR) Part 91, as well as specific FAA regulations and advisory circulars for the regulated activity. These include:

(1). For ultralight operations: 14 CFR Part 103, *Ultralight Vehicles*; Advisory Circular (AC) 103-6, *Ultralight Vehicle Operations, Airports, Air Traffic Control, and Weather*; and AC 90-66A, *Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports Without Operating Control Towers*.

(2). For skydiving: 14 CFR Part 105, *Parachute Operations*; and AC 105-2C, *Sport Parachute Jumping*.

(3). For balloon operations: AC 91-71, *Operation of Hot Air Balloons with Airborne Heaters*.

(4). For banner towing operations: Flight Standards Publication *Information for Banner Tow Operations*, available online on the FAA web site.

b. Examples of Accommodation Measures. Some measures that airports have used to accommodate activities safely and efficiently in lieu of a total ban include:

(1). Establishing designated operations areas on the airport. An airport can designate certain runways or other aviation use areas at the airport for a particular class or classes of aircraft as a means of enhancing airport capacity or ensuring safety.

(2). Alternative traffic patterns and touchdown areas. Examples of this would be a glider operating area next to a runway or a helicopter practice area next to a runway as long as there is proper separation to maintain safety.

(3). Special NOTAM (Notice to Airmen) requirements.

(4). Special handheld radio requirements.

(5). Special procedures and required training.

(6). Seasonal authorization or special permission.

(7). Waivers issued by Flight Standards under 14 CFR section 103.5 or other applicable regulations and policies.

(8). Special use permit, pilot registration, and fees.

(9). Limits on the total number of operations in the restricted class. (It might be easier to accommodate just a few operations.)

(10). Letters of agreement with Air Traffic Control (ATC), if applicable.

(11). Restricted times of operations and prior notification.

(12). Weather limitations.

(13). Nighttime limitations.

14.8. Restrictions on Touch-and-Go Operations. A touch-and-go operation is an aircraft procedure used in flight training. It is considered an aeronautical activity. As such, it cannot be prohibited by the airport sponsor without justification. For an airport sponsor to limit a particular aeronautical activity for safety and efficiency, including touch-and-go operations, the limitation must be based on an analysis of safety and/or efficiency and capacity, and meet any other applicable requirements for airport noise and access restrictions explained in chapter 13 of this Order, *Airport Noise and Access Restrictions*.

14.9. Sport Pilot Regulations.

a. General. In 2004, the FAA issued new certification requirements for light-sport aircraft, pilots, and repairmen. The FAA created two new aircraft airworthiness certificates: one for special light-sport aircraft, which may be used for personal as well as for commercial use; and a separate certificate for experimental light-sport aircraft (including powered parachutes and other light aircraft such as weight-shift and some homebuilt types), which may be used only for personal use. The rule also establishes requirements for maintenance, inspections, pilot training, and certification. The FAA worked with the general aviation (GA) community to create a rule that sets safety standards for people who will now earn FAA certificates to operate more than 15,000 uncertificated, ultralight-like aircraft. The rule's safety requirements should also give this segment of the GA community better access to insurance, financing, and airports.

b. Compliance Implications. A proposed restriction affecting these aircraft should be analyzed like the other cases addressed in this chapter, with coordination with Flight Standards and/or Air Traffic as appropriate.

14.10. Coordination. The sample correspondence at the end of this chapter will assist in coordinating action with either Flight Standards or Air Traffic. Sample correspondence includes a request for a safety determination, a Flight Standards response, an Air Traffic assessment and response, and an FAA objection to a proposed accommodation of an aeronautical activity.

FERNANDINA BEACH MUNICIPAL AIRPORT

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

Original Adoption September 10, 1987

Amended December 18, 2007

Amended October 20, 2009

Amended August 2, 2011

Amended October 7, 2014

Prepared By:
City of Fernandina Beach
700 Airport Road

Fernandina Beach, Florida 32034

TABLE OF CONTENTS

Section 1	General.....	3
1.01	Introduction	3
1.02	Purpose and Scope.....	3
1.03	Exclusive Rights.....	3
1.04	Statement of Policy	4
1.05	Waiver of Minimum Standards	5
1.06	General Requirements for Commercial Aeronautical Operators	5
1.07	Sub-lessee or Subcontractor Requirements	7
1.08	Insurance Requirements for Commercial Aeronautical Operators.....	7
Section 2	Leasing Requirements for Commercial Aeronautical Operators	8
2.01	Business Planning.....	8
2.02	Qualification and Requirements.....	8
2.03	Application to Provide on Airport Services	9
2.04	Action on Application for Commercial Aeronautical Operators.....	10
2.05	Site Development and Construction Standards	10
Section 3	Fixed Base Operator (FBO)	11
3.01	General	11
3.02	FBO Minimum Service Level	11
3.03	FBO Minimum Service Standards.....	12
3.04	Land and Improvements Requirements.....	13
3.05	Insurance	13
Section 4	Specialized Aviation Service Operation (SASO).....	14
4.01	General	14
4.02	SASO – Aircraft Maintenance and Repair Services.....	14
4.03	SASO – Aircraft Component and Support Services.....	15
4.04	SASO – Flight Training	16
4.05	SASO – Aircraft Lease/Rental	16
4.06	SASO – Aircraft Charter and Air Taxi Service	17
4.07	SASO – Aircraft Sales (New and/or Used)	18
4.08	SASO – Aircraft Hangar Storage	19
4.09	SASO – Aircraft Management Services.....	19
4.10	SASO – Specialized Commercial Flying Services.....	20
4.11	SASO – Independent Aeronautical Operator	21
4.12	SASO – Independent Service Provider	21
4.13	SASO – Commercial Parachuting and Skydiving.....	22
4.14	SASO – Flying Clubs	23
Appendix A	Definitions	24

Appendix B Insurance Requirements for Commercial Aeronautical Operators26

Section 1 – General

1.01 INTRODUCTION

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

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

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

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

1.02 PURPOSE

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

1.03 EXCLUSIVE RIGHTS

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

1.04 STATEMENT OF POLICY

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

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

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

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

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

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

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

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

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

1.05 WAIVER OF MINIMUM STANDARDS

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

1.06 GENERAL REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

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

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

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

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

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

1.07 SUB-LESSEE OR SUBCONTRACTOR REQUIREMENTS

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

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

1.08 INSURANCE REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

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

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

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

Section 2 – Lease Requirements for Commercial Aeronautical Operators

2.01 BUSINESS PLANNING

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

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

2.02 QUALIFICATION AND REQUIREMENTS

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

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

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

2.03 APPLICATION TO PROVIDE ON AIRPORT SERVICES

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

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

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

2.04 ACTION ON APPLICATION FOR COMMERCIAL AERONAUTICAL OPERATORS

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

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

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

2.05 SITE DEVELOPMENT AND CONSTRUCTION STANDARDS

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

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

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

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

Section 3 – Fixed Base Operator (FBO)

3.01 GENERAL

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

3.02 FBO MINIMUM SERVICE LEVEL

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

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

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

3.03 FBO MINIMUM SERVICE STANDARDS

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

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

3.04 LAND AND IMPROVEMENTS REQUIREMENTS

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

3.05 INSURANCE

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

Section 4 – Specialized Aviation Service Operation (SASO)

4.01 GENERAL

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

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

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

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

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

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

Minimum Standards:

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

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

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

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

Minimum Standards:

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

4.04 SASO – FLIGHT TRAINING

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

Minimum Standards:

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

4.05 SASO – AIRCRAFT LEASE/RENTAL

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

Minimum Standards:

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

telephone availability.

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

4.06 SASO – AIRCRAFT CHARTER AND AIR TAXI SERVICE

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

Minimum Standards:

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

SASO services.

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

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

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

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

Minimum Standards:

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

4.08 SASO - AIRCRAFT HANGAR STORAGE

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

Minimum Standards:

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

4.09 SASO – AIRCRAFT MANAGEMENT SERVICES

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

Minimum Standards:

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

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

4.10 SASO – SPECIALIZED COMMERCIAL FLYING SERVICES

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

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

Minimum Standards:

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

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

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

4.11 SASO – INDEPENDENT AERONAUTICAL OPERATOR

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

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

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

Minimum Standards:

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

4.12 SASO – INDEPENDENT SERVICE PROVIDER

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

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

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

Minimum Standards:

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

4.13 SASO – COMMERCIAL PARACHUTING AND SKYDIVING

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

Minimum Standards

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

- trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.
9. Shall have one appropriately rated jumpmaster.
 10. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
 11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.14 FLYING CLUBS

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

Minimum Standards:

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

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

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

Appendix A - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

Fernandina Beach Municipal Airport Minimum Standards

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

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

Appendix B – Insurance Requirements for Commercial Aeronautical Operators

Minimum Standard Insurance Requirements													Appendix B	
Category >>>	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
Insurance Requirement v v v														
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

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 20th day of April, 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 **Bonhams & Butterfields Auctioneer Corporation** whose address is **580 Madison Avenue, New York, New York 10022** (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 **park vehicles on airport property within the parking area at the approach end of Runway 27 on May 19 and 20, 2021.**

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of parking vehicles within the prescribed area east of the approach end of Runway 27.
2. USER will set up and use the FACILITY on a continuous basis during this period on the grass area east of the approach end of Runway 27 as shown on sketch at Exhibit 1.
3. USER shall pay CITY the sum of **\$9,000.00** for use of FACILITY during the period designated, payable with returning this signed AGREEMENT. If USER cancels the Event or this AGREEMENT prior to 60 days before the Event date, CITY will retain 50% of the full payment amount. If USER cancels the Event or this AGREEMENT within 60 to 0 days prior to the Event date, CITY shall be entitled to retain the full payment amount.
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. Force Majeure. Neither USER nor CITY be liable for any delay or failure to perform (including without limitation our postponement of any auction) caused by acts of God, governmental actions, labor or social unrest, riots, strikes, act of war or terrorism, outbreaks of disease or pandemics, power failures, or other causes beyond your or our reasonable control.
- o. 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: Bonhams & Butterfields Auctioneer Corp
580 Madison Avenue
New York, New York 10022
ATTN: CHRISTI OSBORNE

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: **Bonhams & Butterfields Auctioneer Corp**
580 Madison Avenue
New York, New York 10022

CITY OF FERNANDINA BEACH

By: Christi Osborne
Christi Osborne
Its: Vice President of Operations

By: _____
Dale L. Martin
Its: City Manager

WITNESS:

Print Name: MARK OSBORNE

By: _____

Caroline Best

Its: City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach

Its: City Attorney

1. BAILEY ROAD
(NORTH) PARKING

4. ASSEMBLY AREA
(OUTSIDE SECURITY FENCE)

2. RUNWAY 9-27
(EAST) PARKING

3. JAMESTOWN ROAD
(TRAILER) PARKING

BONHAMS AUCTION
(APPROX. LOCATION)

LEGEND

RUNWAY PROTECTION ZONE (RPZ)	RPZ
RUNWAY SAFETY AREA (RSA)	RSA
RUNWAY OBJECT FREE AREA (ROFA)	ROFA
TAXIWAY SAFETY AREA (TSA)	TSA
TAXIWAY OBJECT FREE AREA (TOFA)	TOFA
BARRICADES (BARRICADE, FENCING, SIMILAR)	BARRICADES
FLAGMAN/SAFETY/SECURITY	FLAGMAN
TEMPORARY RUNWAY CLOSURE MARKERS	TEMPORARY RUNWAY CLOSURE MARKERS

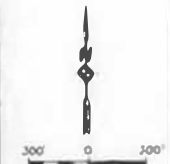
NOTES

1. PARKING AREAS SHALL NOT CREATE ANY OBSTRUCTIONS TO FAR PART 77 SURFACES.
2. EVENT OPERATOR SHALL BE REQUIRED TO PLACE BARRICADES & SECURITY STAFFING WHERE EVENT OPERATION BORDERS AIRPORT OPERATIONAL AREAS.
3. SAFETY AND SECURITY STAFFING SHALL BE RESPONSIBLE IN REDIRECTING AND REGULATING PEDESTRIAN & AUTOMOBILE MOVEMENT AWAY FROM ACTIVE RUNWAYS, TAXIWAYS, AND ALL SAFETY AREAS. PEDESTRIANS WILL NOT BE PERMITTED AT ANYTIME TO CROSS ACTIVE RUNWAYS, RUNWAY SAFETY AREAS, AND ANY AIRCRAFT MOVEMENT AREAS.

PA

PASSERO ASSOCIATES

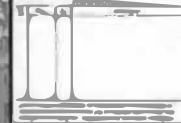
Engineering & Construction



Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Project Name:
2018 Parking Plan

Passero Associates
10000 Main Street, Suite 100
Jacksonville, Florida 32216
Phone: 904.241.1111
Fax: 904.241.1112
Email: info@passeroassociates.com
Website: www.passeroassociates.com



AREAS

Amelia Island Vintage
Gran Prix

Project Name: Amelia Island Vintage Gran Prix

Project Number: 99047.0066P1

Scale: 1" = 100'

Date: 1/1/2018

2018 Parking Plan



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
01/06/2021

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 Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Bonhams & Butterfields Auctioneers Corporation 580 Madison Ave., New York, NY 10022		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Federal Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667 20281	

COVERAGES **CERTIFICATE NUMBER: W19787468** **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						EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		0GL 625701689	12/31/2020	12/31/2021	PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Host Liquor \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y		73618908	01/01/2021	01/01/2022	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71832829	01/01/2021	01/01/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Event Date: May 11 to May 27, 2021

City of Fernandina Beach is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Keane

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 20574021

BATCH: 1938094

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

MEMORANDUM OF AGREEMENT BETWEEN CITY OF FERNANDINA BEACH AND TENNESSEE ARMY NATIONAL GUARD

This MEMORANDUM OF AGREEMENT (hereinafter called the AGREEMENT) is made and entered into this 20th day of April, 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 1-107th Aviation REGT AOB, TN Army National Guard whose address is 1402 E. Carroll Street, Tullahoma, TN 37388. (Hereinafter called "TNARNG").

WHEREAS, CITY owns, controls and operates that certain public facility known as the Fernandina Beach Municipal Airport (herein called "FACILITY"); and

WHEREAS, TNARNG will provide VFR Air Traffic Control Tower operations at the FACILITY during the Amelia Island Concours d'Elegance event for a limited period of time and consistent with the scope as provided in the DRAFT JACKSONVILLE TOWER AND FERNANDINA BEACH MUNICIPAL TEMPORARY ATC TOWER LETTER OF AGREEMENT (hereinafter "LOA"), which is attached hereto and incorporated herein as **EXHIBIT 1**.

NOW, THEREFORE, the parties agree as follows:

1. TNARNG may conduct Tower Air Traffic Control Operations at the FACILITY as provided in the LOA. The LOA shall be approved for use by the Federal Aviation Administration and executed by both parties prior to provision of ATC services at the FACILITY. A copy of the executed agreement shall be provided to the FACILITY.
2. TNARNG may conduct Tower Air Traffic Control Operations at the FACILITY on a continuous basis during this period 17 May through 24 May, 2021.
3. TNARNG agrees to and shall comply with the following:
 - a. TNARNG shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - b. TNARNG shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - c. TNARNG 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.
 - d. 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.
 - e. TNARNG will obtain all required Federal, State, County and City permits including any applicable fees.
 - f. TNARNG shall not undertake any alterations or changes in the construction of the FACILITY premises, without prior written consent of CITY.
 - g. TNARNG 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.
 - h. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving TNARNG 30 day written notice of such cancellation.
 - i. TNARNG shall, at all times, abide by Federal, State, and local laws, in the Tower Air Traffic Control Operations at the FACILITY.

- j. 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.

4. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.

5. The addresses for giving notices are as follows:

USER: LTC Mark C. Jordan
1402 E. Carroll Street
Tullahoma, TN 37388

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: LTC Mark C. Jordan

CITY OF FERNANDINA BEACH

By: _____

By: _____

Its: 1-107th AOB Commander

Dale L. Martin
Its: City Manager

Employer ID # TN Army National Guard

By: _____

Caroline Best
Its: City Clerk

WITNESS:

APPROVED AS TO FORM AND LEGALITY:

Print Name: CW2 Jason W. Hakala

Tammi E. Bach

Its: City Attorney

**JACKSONVILLE ATC TOWER AND
FERNANDINA BEACH MUNICIPAL TEMPORARY ATC TOWER**

LETTER OF AGREEMENT

EFFECTIVE: May 1, 2021

SUBJECT: Authorization for Separation Services and Interfacility Coordination Procedures

1. PURPOSE. This agreement establishes procedures and responsibilities for providing Air Traffic services between Jacksonville ATC Tower (JAX) and Fernandina Beach Municipal, FL Temporary Non-Federal Control Tower (FHB NFCT). For the purpose of this LOA, FHB NFCT will exist as an operating Control Tower within Class E airspace.

2. CANCELLATION. None.

3. SCOPE. These procedures are applicable to all IFR operations at the Fernandina Beach Municipal Airport, FHB, when the FHB NFCT is operational. This letter automatically terminates at 0500Z, May 25th, 2021 (0000 Local, May 25th, 2021), unless otherwise coordinated.

4. RESPONSIBILITIES. JAX authorizes FHB NFCT to use visual separation between a departure and an arrival in accordance with the FAA JO 7110.65 Air Traffic Control.

A. JAX, during published times, must accept departure clearances and/or release requests from FHB NFCT and inform aircraft calling to contact the tower on frequency 119.95.

B. FHB NFCT, will maintain the following hours of operation:

(1).

Wednesday, 5/19/21	1000-1800L
Thursday, 5/20/21	1000-1800L
Friday, 5/21/21	0900-1700L
Saturday, 5/22/21	0900-1700L
Sunday, 5/23/21	0900-1700L
Monday, 5/24/21	0900-1300L

NOTE: Operating hours may be reduced or extended upon mutual agreement.

FHB NFCT, upon opening, will notify JAX and provide runway in use, weather, and airport status.

C. FHB NFCT, prior to closing, will notify JAX and provide airport status and forward any known IFR traffic.

D. FHB NFCT must ensure that IFR clearances do not extend beyond their hours of operation unless a clearance void time is issued.

5. PROCEDURES.

A. GENERAL.

(1). FHBT will advise JAX of the active runway, weather, equipment outages and applicable field condition reports.

(2). FHBT will advise JAX of any special weather observations.

(3). Runway 13 is designated the calm wind runway (wind less than 5 knots).

B. ARRIVALS:

(1). JAX will:

a. Provide FHBT with arrival information and approach sequence prior to 10 miles from the airport on each IFR aircraft and each aircraft conducting a practice instrument approach via recorded commercial telephone 904-277-6768 as follows:

Aircraft identification.

Type aircraft.

ETA at the airport. (See note below)

Type of instrument approach procedure.

For aircraft executing a visual/contact approach, the position of the aircraft.

Type landing if not a full stop.

NOTE: Arrival information passed without an Estimated Time of Arrival (ETA) indicates the aircraft's ETA at the airport is 10 minutes from the time the information is passed. If information on more than one aircraft is passed at the same time, or if there are inbounds passed but not yet arrived, each aircraft's ETA at the airport is 3 minutes after the preceding aircraft in the approach sequence.

b. Issue a heading of 040°, climb and maintain 2,000 feet and appropriate departure frequency for aircraft executing a planned missed approach, unless alternate departure instructions are issued and coordinated.

c. Instruct aircraft on an instrument approach to other than the advertised runway to circle to the advertised runway.

d. Transfer of communications will be completed no less than 5 miles from FHB.

(2). FHBT will:

a. Not alter the flight path of aircraft cleared for an instrument approach, or visual approach, unless prior coordination has been accomplished.

Note: For the purposes of this paragraph, flight path alterations for visual approach aircraft, which will result in less than 1 flying mile, need not be coordinated.

b. Not terminate a practice approach unless prior coordination has been accomplished.

c. Notify JAX whenever an unplanned missed approach occurs or an aircraft on an instrument approach conducts an unplanned circling approach.

d. Forward IFR arrival times or cancellations when requested by JAX.

C. DEPARTURES:

(1). JAX will:

a. Provide IFR departure clearance information via recorded commercial telephone 904-277-6768 as follows:

Aircraft identification

Aircraft type

Transponder code

Proposed time of departure

Requested altitude

Destination airport

Route of flight, if not as filed

TMU (Traffic Management Unit) EDCT, CFR, or other flow restrictions.

- b. IFR departures, except for planned missed approaches, will be assigned runway heading, climb and maintain 2,000 feet, and advised to expect requested altitude 10 minutes after departure.
- c. Contact Jacksonville ARTCC TMU to obtain a release time for all aircraft involved in TMU, Call for Release (CFR) programs.

(2). FHBT will:

- a. Obtain a release, including departure runway, from JAX for all IFR/SVFR departures via recorded commercial telephone 904-741-0284. If the aircraft has not departed within 3 minutes, the release is void.
- b. Advise JAX when an aircraft involved in a TMU, Call For Release (CFR) program begins taxi for departure. JAX will contact TMU to obtain a release time. **NOTE:** This may result in aircraft having to hold on the airport.
- c. Issue a clearance void time of 10 minutes prior to the close of business to all aircraft receiving an IFR clearance within the last 60 minutes of operation.

(3). If JAX uses the phrase “RELEASED REFERENCE arrival (identification)”, it means specifically: “VISUAL SEPARATION APPROVED BETWEEN THE DEPARTURE AND ARRIVAL, DEPARTURE RELEASED YOUR DISCRETION.” FHBT is authorized to provide visual separation between the arrival and the departure provided other IFR separation is assured before, and after, the application of visual separation. FHBT must also consider the arrival a departure when the aircraft passes the runway threshold and executing climb-out instructions.

D. SAME RUNWAY OPPOSITE DIRECTION OPERATION PROCEDURES (ODO) are not authorized at FHB.

E. SVFR OPERATIONS:

- (1).** FHBT must obtain approval from JAX prior to issuing a SVFR clearance to enter/exit the FHB Class E surface area or conduct local SVFR operations. FHBT will advise JAX when SVFR operations are complete.
- (2).** SVFR operations must remain at or below 1,500 feet MSL in the FHB Class E surface area.
- (3).** FHBT will provide JAX with an hourly SVFR operations count.

F. OPENING/CLOSING PROCEDURES. FHBT is a part time facility and will be open the hours specified by NOTAM.

- (1). Closing.** FHBT will verbally coordinate with JAX prior to closing and provide the status of any inbound IFR traffic or IFR clearances that have been issued. FHBT will notify JAX of the status of the airport and essential components that would have an impact on inbound flights; i.e., NAVAIDs, airport and approach lighting, weather, NOTAMs concerning NAS, and field conditions.
- (2). Opening.** FHBT will advise JAX upon opening each morning. JAX will verbally coordinate the status of any inbound IFR traffic or IFR clearances that have been issued. JAX will relay any known conditions affecting the status of the airport and essential components; i.e., NAVAIDs, weather, NOTAMs concerning NAS, etc.

Natalie Smith
Air Traffic Manager
Jacksonville ATC Tower

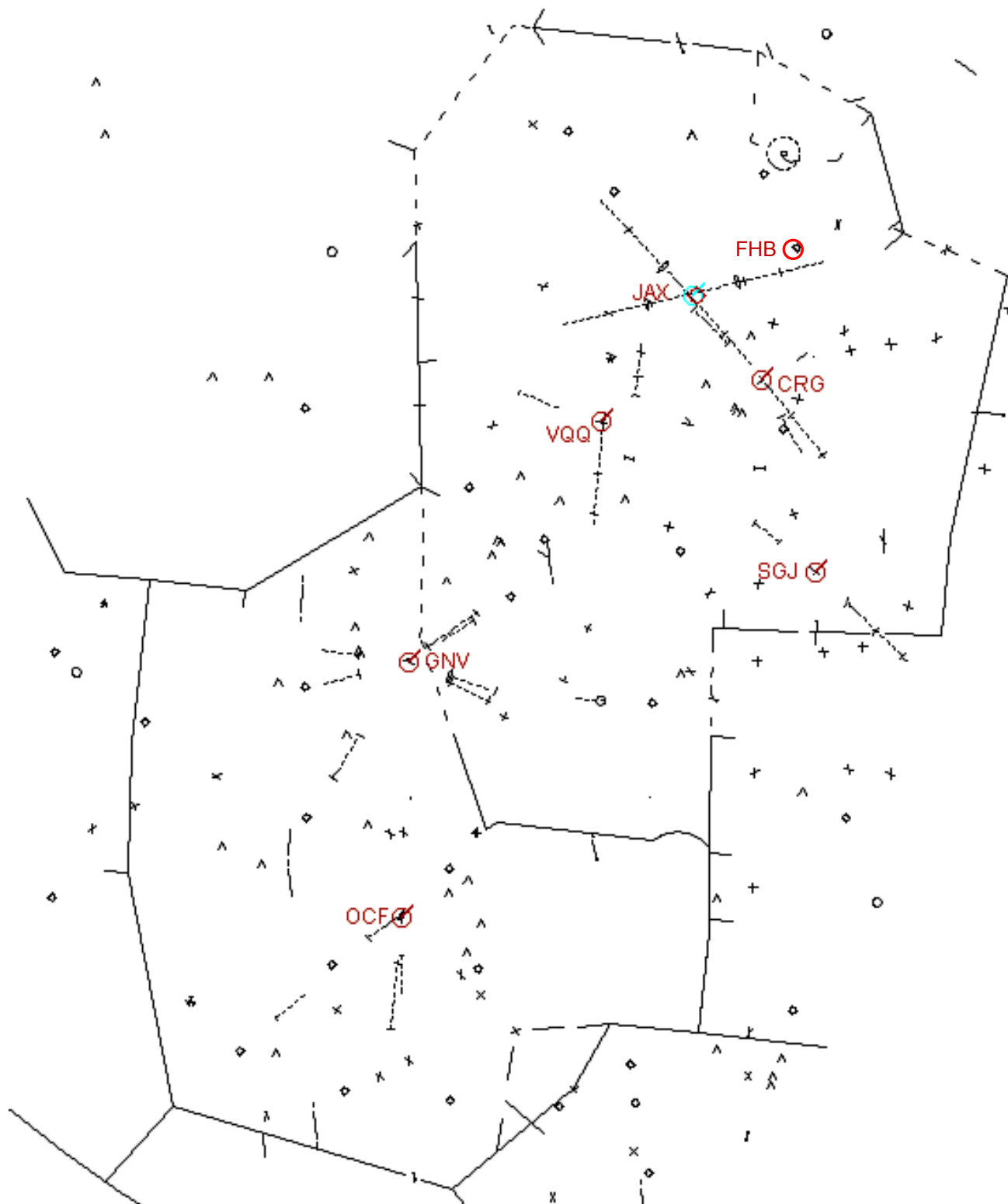
LTC Mark C. Jordan
Commander, TN Army National Guard
Fernandina Temporary ATC Tower

**JACKSONVILLE ATC TOWER AND
FERNANDINA BEACH MUNICIPAL TEMPORARY ATC TOWER**

LETTER OF AGREEMENT

EFFECTIVE: May 1, 2021

JACKSONVILLE TRACON AIRSPACE





DEPARTMENT OF THE ARMY
TENNESSEE ARMY NATIONAL GUARD
1-107TH AIRFIELD OPERATIONS BATTALION (AOB)
1402 EAST CARROLL STREET
TULLAHOMA, TN 37388-0190

NGTN-AVN-CE (RN 600C)

1 March 2021

MEMORANDUM FOR CITY OF FERNANDINA BEACH, FLORIDA

FROM: 1-107th AVN REGT AOB
1402 E. Carroll Street
Tullahoma, TN 37388

SUBJECT: Self Insurance Statement

1. During the period of 17-27 May 2021, the 1-107th AVN REGT AOB will perform Air Traffic Operations at the Fernandina Beach Municipal Airport, Florida. The purpose of this memorandum is to provide the necessary documentation establishing that the United States Army, including the Tennessee Army National Guard, is a self-insured entity.
2. If at any time a member of the 1-107th AVN REGT AOB becomes injured or ill for any reason during the course of their military duties at the Fernandina Beach Airport, the United States Army, and Tennessee National Guard will be responsible for all claims. The City of Fernandina Beach will be relieved of financial responsibility resulting in personnel injury or illness and equipment damage. The United State Army and the Tennessee Army National Guard will bear the responsibility to process and administer any such circumstances.
3. All questions or concerns regarding this correspondence may be directed to CW2 Jason W. Hakala at (615) 393-3232 or LTC Mark C. Jordan at (731) 425-5605.


MARK C. JORDAN
LTC, AV, TNARNG
Commanding

DISTRIBUTION:
1-Fernandina Beach Municipal Airport Manager

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this _____ day of February, 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 **Amelia Island Concours d'Elegance Foundation, Inc.** whose address is **3016 Mercury Road South, Jacksonville, Florida 32207** (herein called "USER").

WHEREAS, CITY owns, controls and operates that certain public facility known as the Fernandina Beach Municipal Airport (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY for car parking of patrons attending the Concours d'Elegance event and for certain specific uses of the Airport in conjunction with the Concours d'Elegance event being held on Amelia Island, March 4-7, 2021.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY from March 1–8, 2021 for the event described above and as illustrated on the sketch at Exhibit 1 to this agreement.
2. CITY agrees to coordinate the parking arrangement and provide any setup materials required to facilitate parking in the designated parking areas. USER will provide portable toilet facilities.
3. USER shall pay CITY a fee of \$10,000.00 for the parking area located at the eastern end of Runway 9/27, \$5,000.00 for the parking area located on Taxiway E, and \$5,000 for the parking located near Airport Road. Additionally, CITY will have the right to collect a vehicle parking fee from patrons using the "North" parking portion of the FACILITY for vehicle parking to attend the Concours d'Elegance event (the fees of which are to be disbursed equally among the Experimental Aircraft Association, the Friends of the Fernandina Airport, and the City of Fernandina Beach Municipal Airport). CITY shall also have the right to collect a vehicle parking fee from patrons for overnight parking of car haulers.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the

CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
 - j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
 - k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.
 - l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
 - m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.
5. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.
6. The addresses for giving notices are as follows:

USER: Amelia Island Concours d'Elegance
Foundation, Inc.
3016 Mercury Road South
Jacksonville, FL 32207

CITY: City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Attn: Airport Manager

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

**AMELIA ISLAND CONCOURS
D'ELEGANCE FOUNDATION, INC.**

CITY OF FERNANDINA BEACH

By: _____
Timothy Pendergast
Its: Director of Operations

By: _____
Dale L. Martin
Its: City Manager

By: _____
Caroline Best
Its: City Clerk

WITNESS:

APPROVED AS TO FORM AND LEGALITY:

Print Name: _____

Tammi E. Bach
Its: City Attorney

1. BAILEY ROAD
(NORTH) PARKING

4. ASSEMBLY AREA
(OUTSIDE SECURITY FENCE)

2. RUNWAY 9-27
(EAST) PARKING

3. JAMESTOWN ROAD
(TRAILER) PARKING

BONHAMS AUCTION
(APPROX. LOCATION)

LEGEND

RUNWAY PROTECTION ZONE (RPZ)	RPZ
RUNWAY SAFETY AREA (RSA)	RSA
RUNWAY OBJECT FREE AREA (ROFA)	ROFA
TAXIWAY SAFETY AREA (TSA)	TSA
TAXIWAY OBJECT FREE AREA (TOFA)	TOFA
BARRICADES (BARRICADE, FENCING, SIMILAR)	BARRICADES
FLAGMAN/SAFETY/SECURITY	FLAGMAN
TEMPORARY RUNWAY CLOSURE MARKERS	TEMPORARY RUNWAY CLOSURE MARKERS

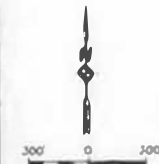
NOTES

1. PARKING AREAS SHALL NOT CREATE ANY OBSTRUCTIONS TO FAR PART 77 SURFACES.
2. EVENT OPERATOR SHALL BE REQUIRED TO PLACE BARRICADES & SECURITY STAFFING WHERE EVENT OPERATION BORDERS AIRPORT OPERATIONAL AREAS.
3. SAFETY AND SECURITY STAFFING SHALL BE RESPONSIBLE IN REDIRECTING AND REGULATING PEDESTRIAN & AUTOMOBILE MOVEMENT AWAY FROM ACTIVE RUNWAYS, TAXIWAYS, AND ALL SAFETY AREAS. PEDESTRIANS WILL NOT BE PERMITTED AT ANYTIME TO CROSS ACTIVE RUNWAYS, RUNWAY SAFETY AREAS, AND ANY AIRCRAFT MOVEMENT AREAS.

PA

PASSERO ASSOCIATES

Engineering & Construction



Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Project Name:
2018 Parking Plan

Passero Associates
10000 Main Street, Suite 100
Jacksonville, Florida 32216
Phone: 904.241.1111
Fax: 904.241.1112
Email: info@passeroassociates.com
Website: www.passeroassociates.com



AREAS

Amelia Island Vintage
Gran Prix

Event Name: Amelia Island Vintage Gran Prix

Event Number: 99047.0066P1

Event Date: 1

Event Time: 1

Event Location: 1

Event Status: 1

Event Type: 1

Event Category: 1

Recommendation Request

Amendment and Assignment of Southshore CRE Inc Lease to FHB Aircraft Hangars LLC

A previous amendment/assignment document was reviewed by the AAC but not processed for approval of the City Commission. After discussion, this amendment/assignment is proposed for the new Southshore CRE hangars (Harry Giltz) which would authorize future sale as condo units if desired. This assignment also assigns the ground lease to a new corporate entity (FHB Aircraft Hangars LLC). The ground lease language for assignments states:

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

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and dated March __, 2021 (the "Effective Date"), by and between **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation ("Lessor"), and **SOUTHSORE CRE, INC.**, an Ohio corporation ("Lessee").

In consideration of the mutual benefits and covenants contained in this Amendment, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Lessor and Lessee acknowledge and agree as follows:

1. Lessee and Lessor had entered into a dated February 4, 2020, a copy of which is attached hereto as Exhibit "A" (hereinafter the "Lease"), and now desire to modify and amend the Lease.

2. Paragraph 1 of the Lease is deleted in its entirety and replaced with the following:

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

The LESSEE is authorized to develop and create an aircraft hangar condominium association and sell and/or lease individual hangar units to third parties for private aircraft storage (subject to and within the rules and regulations set forth in the Lease). Any other commercial aeronautical activity may be permitted in the future, however such activity would require expressed written consent by LESSOR and LESSEE obtaining necessary permits, as may be required. All LESSEE operations shall comply with all federal, state and local rules, regulations and ordinances.

3. Except as modified by this Amendment, the Lease and all of the terms, covenants and conditions thereof (except those which by their terms are no longer applicable) shall remain in full force and effect and are hereby in all respects ratified and confirmed. All references in the Lease to "this Lease" (or similar phrase) shall hereafter be deemed to refer to the Lease as amended by this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date set forth above.

LESSOR
CITY OF FERNANDINA BEACH, FLORIDA

LESSEE
SOUTHSORE CRE, INC.

By: Dale Martin, its City Manager

By: Harry W. Giltz, III, its President

ASSIGNMENT & ASSUMPTION OF LEASE

THIS AGREEMENT, made on _____, 2021, is by between **SOUTHSHORE CRE, INC.**, an Ohio corporation (hereinafter referred to as "Assignor"), **FHB AIRCRAFT HANGARS LLC**, a Florida limited liability company (hereinafter referred to as "Assignee"), and **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation (hereinafter referred to as "Lessor").

WHEREAS, Lessor and Assignor are parties to a Lease agreement dated February 4, 2020 (hereinafter the "Lease"); and

WHEREAS, Assignor now desires to assign the Lease to the Assignee, and Assignee desires to accept the assignment thereof; and

WHEREAS, Lessor agrees and consents to the assignment of the Lease pursuant to the terms of this Agreement and Assignment.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree for themselves, their successors and permitted assigns as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, all its right, title and interest in and to the Lease.
2. Assignee assumes and agrees to observe and perform all of the obligations, duties, covenants and conditions in connection with the Lease Agreement assigned by Assignor to Assignee (collectively "Obligations").
3. Lessor agrees and consents to the assignment set forth herein and to observe and perform all of the obligations, duties, covenants and conditions in connection with the Lease Agreement assigned to Assignee.

LESSOR
CITY OF FERNANDINA BEACH, FLORIDA

ASSIGNOR
SOUTHSHORE CRE, INC.

By: Dale Martin, its City Manager

By: Harry W. Giltz, III, its President

ASSIGNEE
FHB AIRCRAFT HANGERS LLC

By: Harry W. Giltz, III, its Member



MEMORANDUM

TO: AIRPORT ADVISORY COMMISSION

FROM: AIRPORT MANAGER

DATE: April 8, 2021

RE: MONTHLY REPORT

- An invitation to bid for construction of six individual hangar-units was published on Friday/January 30th. A bid opening was conducted on March 12, 2021, and the bid submittals will be reviewed for discussion during the April 8th AAC meeting with a recommendation being provided to the City Commission during the April 20th City Commission meeting.
- A new statewide marking contract has been awarded, and staff has coordinated for receipt of a proposal to re-stripe Runway 9/27. This proposal will be shared with the AAC prior to presentation to the City Commission for review/consideration. Staff is currently anticipating that this project would be completed during the Summer of 2021. After discussion with contractors, it is estimated that the project would incur a 1.5 week closure of Runway 9/27.
- The airport's fuel farm rehabilitation project commenced on March 22nd. The contract site-time is approximately 45 days for completion of the project, contingent upon weather. During the final planning stages for this project, the airport in conjunction with the FBO, decided to leave the existing AVGAS tank in place to be converted to a satellite JET storage tank.
- The proposed Hangar B rental agreement between the City and Advanced AeroTechnologies was presented to the City Commission during its March 16th meeting, and was approved by the City Commission. Official tenancy in Hangar B is scheduled to commence on 1 April. Advanced AeroTechnologies has already begun working with the airport on capital improvements to improve the hangar.
- 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. A draft lease for this proposed use has been provided to the FAA for review, and

the airport is awaiting a response. Estimated lease revenue for this lease is \$31,000 per year to the airport fund.

- Last year, under the CARES Act, the airport received a \$30,000 grant administered through the FAA to assist with covering operational expenses of the airport. A subsequent (and similar) grant is available in the current fiscal year in the amount of \$13,000 with eligible reimbursement items that include operational and personnel expenses. I have submitted a grant application to the FAA for this grant, and, pending approval, a grant offer would be presented to the City Commission upon receipt.
- During the February AAC meeting, a public comment was provided by Mike Doke, the owner of World Skydiving which operates at the Herlong Recreational Airport. Mr. Doke expressed his interest and intent to provide a proposal to open a skydive business at the airport. The airport currently has one skydive operator on the field. I have had a few verbal conversations with Mr. Doke and recommended that he complete and submit the airport's application for commercial service. At the time of drafting this report, an application has not been received but will be shared if received prior to the meeting.
- Southshore CRE (Harry Giltz) completed construction of the new 3-unit hangar at FHB. Airport staff understands that the three units have been rented for aircraft storage and the airport is excited to welcome three new tenants to the field.
- Concours events are still tentatively planned to occur in the month of May, 2021. An FAA Safety Plan Approval Letter has been received, and all Concours agreements will be reviewed during the April AAC meeting in preparation for presentation to the City Commission during the April 20th meeting.