



**AGENDA
AIRPORT ADVISORY COMMISSION
REGULAR MEETING
OCTOBER 14, 2021
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MINUTES**
 - 4.1 September 9, 2021 Regular Airport Advisory Commission Meeting Minutes
- 5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
- 6. OLD BUSINESS**
 - 6.1 Monthly Airport Department Financial Report
- 7. NEW BUSINESS**
 - 7.1 World Skydive Drop Zone Draft Permit Review
- 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:** Vice Chairperson Colcord called the meeting to order at 6:00 pm.
2. **Members Present:** Chuck Colcord (Vice Chairperson), Frank Mayer, Prudence Hostetter, Don Edlin, Hugh Giggy, Tom Piscitello, Nathan Coyle (Staff Assistant) and Robert Kozakoff (Staff Assistant)

Members Absent: Doug Geib

Others Present: Commissioner Ross, Brian Echard, Steven Sherman, Tom Robertson, and James Harkins.

3. **Pledge of Allegiance**
4. **4.1 September 9, 2021 AAC Meeting – Approval of Minutes:** The August 12, 2021 AAC Regular Meeting Minutes were presented for consideration of the AAC

A motion was made by Member Hostetter, seconded by Member Giggy, to approve the August 12, 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:**

James Harkins, 1942 Springbrook Rd Fernandina Beach, stated that he has no problem with aircraft which come into land, do their business or vacation and then take-off and leave. He doesn't like it when aircraft do practice approaches, such as touch and go's or low approach training. He also observed aircraft using different runways doing practice approaches which made him anxious.

Tom Robertson, 3126 S. Fletcher Rd. Fernandina Beach, stated that he has observed several aircraft flying low over the beach. He also stated that some of the aircraft which conduct practice approaches follow the noise abatement procedures and some don't. He also stated that he appreciates what the Airport is doing to address the noise complaints.

6. **Old Business:**

6.1 Monthly Financial Update

Airport Manager Coyle presented the monthly financial update. He stated that there are several grants that are close to being closed and fully refunded. Member Piscitello inquired as to whether FDOT would transition support from RWY 9/27 to RWY 13/31. Airport Manager Coyle stated that at this time, the FDOT is supporting funding of a project to rehabilitate RWY 13/31.

6.2 Hangar Construction Project Update

Airport Manager Coyle stated that due to material and labor shortage, the materials are now scheduled to arrive in February of 2022. Mr. Coyle stated that contractors estimate three months for completion of construction following deliver of materials. Member Edlin inquired as to the future plans for the McGill parking lot. Manager Coyle stated that this property is included within the FBO land lease that was established in 2015, and that it was anticipated that hangar construction would occur on that parcel.

6.3 Noise Abatement Guidelines – Final Draft

Airport Manager Coyle submitted the Noise Abatement Guideline pamphlet which will be available to the area flying community for final review of the AAC. There was a discussion about the stated 800 ft AGL vs what the AIM states as 715 ft AGL for aircraft crosswind turns. Member Piscitello stated that the AIM suggestion of 715 ft AGL is not regulatory and that it should remain at 800 ft AGL to avoid confusion. The Commission agreed. Member Edlin asked if this will be put on the AWOS. Manager Coyle stated that it could be placed on the AWOS. Manager Coyle stated that he plans on meeting with several flight schools in the Jacksonville area to brief them on the FHB Noise Abatement Procedures. Manager Coyle also stated that he will get this information out to as many people in the flying community as possible.

The AAC received public comment on this topic:

James Harkins, 1942 Springbrook Rd, Fernandina Beach, stated that airport noise has increased since he bought his house 5 years ago. He believes that airport traffic has also increased during this time. Member Edlin stated that he has also noticed this increase. Manager Coyle stated that he will compile a traffic count report for the October AAC Meeting. Member Giggy stated that the public should be made aware of what constitutes an aircraft operation in the traffic count equation. Manager Coyle briefed on what makes up “a traffic count”.

Steven Sherman, 95035 Woodberry Ln, Fernandina Beach, stated that he appreciates the effort of Manager Coyle and the AAC efforts to address Noise Abatement. He also stated that he would like the airport to charge the airport users a fee to do practice approaches. He was also concerned with the early and late hours of the airport traffic. Member Hostetter stated that there are certain FAA training requirements for pilots to fly outside of the 8AM to 4PM time frame.

6.4 World Skydive Update

Airport Manager Coyle briefed the AAC on updates on the airport Skydive scenario. Manager Coyle is still waiting on the response from World Skydive. The plans for the possible different drop zones were discussed. Member Hostetter discussed the different requirements which pertain to skydive operations based on FAA skydive class of license. Member Edlin brought up the question about the transport of jumpers from the drop zone and how they will transition back to the aircraft for multiple jumps. Manager Coyle stated that jumpers would be transported on the Amelia Parkway back to Hangar A following completion of a jump operation. Member Piscitello inquired as to when the World Skydiving might start operations. Manager Coyle stated that there has been no planned start date yet.

7. New Business:

7.1 Airport Capital Plan Overview

Airport Manager Coyle presented the current FHB Airport CIP. Manager Coyle stated that he is currently meeting with the FAA and FDOT to ensure another year of funding. Several projects that FHB gets its funding for were discussed. The funding sources for those projects were also identified. Manager Coyle also discussed the funding of projects that are either projected, complete or in progress. Member Edlin suggested that Manager Coyle get this information out to the public. Member Mayer suggested that the public be made aware of the benefits and monetary impact that the Airport provides to the area.

7.2 Bendix Commercial Systems Facility Use Agreement Review

Bendix is planning on using the closed RWY 18/36 to demonstrate new safety technology products for the trucking industry. Bendix has requested to use the runway for four days. Member Edlin asked as to whether this will have an impact on the wear and tear on closed RWY 18/36. Airport staff assistant Kozakoff stated that the impact is minimal.

A motion was made by Member Edlin, seconded by Member Hostetter to recommend that the City Commission approve the Bendix Commercial Systems Facilities Use Agreement. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8.1 Monthly Airport Director Report

Airport Manager Coyle briefed that he has been in contact with several users and tenants of the airport about the Balloon Glow Tour. Most of the comments he received were positive, but it was suggested that this be delayed from Fall 2021 until Spring of 2022 for planning purposes.

9. Next Meeting Date: October 14, 2021

10. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 7:22 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	2,445,898.00	91.3%
33323 FDOT GRANT	1,042,073	397,778.68	38.2%
33420 FEMA STATE GRANT	-	0.00	0.0%
34704 RENTALS NON-TAXABLE	200	945.00	472.5%
34720 RENTALS	1,200	8,596.37	716.4%
34970 FUEL SALES	24,800	33,008.72	133.1%
34971 LEASE PAYMENTS - LAND LEASE	50,161	69,308.31	138.2%
34973 LAND LEASE - AMELIA RIVER	205,960	215,320.29	104.5%
34974 LAND LEASE PAYMENTS - NON-TAXABLE	42,295	52,566.89	124.3%
34975 RENT/LEASE PAYMENTS - City Built	310,000	297,480.09	96.0%
34976 8 FLAGS RENT (TAXABLE)	67,017	48,818.33	93.0%
34978 8 FLAGS RENT - NON-TAXABLE	50,266	60,214.41	
34979 TRANSIENT REVENUE	-	5,319.78	100.0%
36110 INTEREST		4,285.85	100.0%
36420 INSURANCE PROCEEDS		0.00	
36800 CAPITAL CONTRIBUTION		0.00	
38410 LOAN PROCEEDS		0.00	
36990 OTHER REVENUE	103,089	36,811.06	35.7%
36991 PARKING REVENUE	2,004	7,875.79	393.0%
36995 LATE FEES	-	2,051.83	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>3,687,279.40</u>	69.4%

AIRPORT 420

AIRPORT 420

	BUDGET 2020-2021	YTD	Percentage
PERSONNEL SERVICES			
51200 SALARIES	135,272	130,272.95	96.30%
51300 TEMPORARY	-	0.00	
51350 PART TIME	15,080	782.00	5.19%
51400 OVERTIME	-	0.00	
52100 FICA	11,502	9,204.70	80.03%
52200 RETIREMENT	29,138	28,060.73	96.30%
52300 HEALTH	28,906	28,572.48	98.85%
52301 LIFE	744	767.04	103.10%
52350 OPEB COSTS	1,756	1,756.00	100.00%
52400 WORKERS' COMP	1,341	1,341.00	100.00%
52500 UNEMPLOYMENT			
TOTAL	223,739	200,756.90	89.73%
OPERATING EXPENSES			
53100 PROFESSIONAL SERVICES	25,000	5,000.00	20.00%
53200 AUDIT	6,795	6,795.00	100.00%
53400 CONTRACTUAL	49,880	33,669.79	67.50%
53900 AUTO ALLOWANCE		0.00	
53910 HOUSING ALLOWANCE	-	0.00	
54000 TRAINING/TRAVEL	3,210	942.00	29.35%
54100 COMMUNICATIONS	2,388	2,205.84	92.37%
54101 COMMUNICATIONS - CELL	2,000	1,224.95	61.25%
54103 COMMUNICATIONS - INTERNET	5,750	2,226.00	38.71%
54200 POSTAGE	100	32.33	32.33%
54300 UTILITIES - ELECTRIC	42,000	19,247.93	45.83%
54310 UTILITIES - WATER & SEWER	13,400	7,364.52	54.96%
54500 INSURANCE	66,499	66,499.00	100.00%
54610 R/M GROUNDS	182,500	119,927.49	65.71%
54620 R/M EQUIPMENT	6,350	14,152.40	222.87%
54630 R/M VEHICLES-LABOR	7,000	2,956.50	42.24%
54640 R/M VEHICLES-MATERIALS	7,000	7,961.64	113.74%
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	7,300.00	100.00%
55100 OFFICE SUPPLIES	4,800	343.41	7.15%
55200 OPERATING SUPPLIES	1,940	1,939.69	99.98%
55210 UNIFORMS	400	128.00	32.00%
55230 FUEL	7,000	6,332.63	90.47%

AIRPORT 420

AIRPORT 420

	BUDGET 2020-2021	YTD	Percentage
55400 BOOKS/SUBS/DUES	825	780.00	94.55%
TOTAL	<u>443,537</u>	<u>307,029.12</u>	69.22%
CAPITAL OUTLAY			
56200 BUILDINGS	-	0.0	
56300 IMPROVEMENTS	4,350,967	2,972,360.2	68.31%
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>2,997,360.2</u>	68.40%
57000 SETTLEMENT EXP		0.0	
57100 PRINCIPAL	82,000	82,000.0	
57200 INTEREST	33,322	33,321.7	
57300 FINANCING COSTS	-	0.0	
TOTAL	<u>115,322</u>	<u>115,321.7</u>	
Reserve	154,615		
Expense Total	<u><u>5,319,180</u></u>	<u><u>3,620,467.9</u></u>	68.06%

YTD Revenue - Expense: \$66,811.50

WORKING DRAFT

OPERATING PERMIT
FOR WORLD SKYDIVE
TO CONDUCT SKYDIVE ACTIVITY AND USE A PORTION OF
THE AIRPORT FOR
A DROP LANDING ZONE

This PERMIT AGREEMENT ("Agreement") is entered into on _____, 2021, by and between AVIATION OF NORTH FLORIDA, LLC, a Florida limited liability company d/b/a World Skydiving Center Amelia Island, whose principal address is 785 Oakleaf Plantation Parkway, Unit 1613 Orange Park, FL 32065 ("Permittee"), and CITY OF FERNANDINA BEACH, a municipal corporation existing under the laws of the State of Florida, whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("City"), with reference to the following facts:

WHEREAS, the City is owner of that certain real property whose address is 700 Airport Road, also known as the Fernandina Beach Municipal Airport located in Fernandina Beach, Nassau County, Florida ("Property" or "Airport"); and

WHEREAS, the Permittee wishes to sublease facility space within Hangar A and also utilize the portion of the Property described on Exhibit "A" attached hereto ("Drop Zone") for the limited purpose of a drop landing zone for skydivers and parachute activities directly related to the business conducted by Permittee on the Property; and

WHEREAS, the City is willing to allow the Permittee to use a portion of the Property, subject to the terms and conditions set forth in this Permit Agreement.

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals, Exhibits. The foregoing recitals and exhibits attached hereto are hereby incorporated into this Agreement by this reference, and are true and complete.

2. Limited Permitted Use, Maintenance, Insurance, Licensing, Fees. The City hereby agrees and consents to the following:

2.1. The Permittee is authorized to conduct the following nonexclusive use at the Airport: Associated operations to conduct the Permittee's skydive business. The Permittee's operation shall meet or exceed the safety requirements of the United States Parachute Association (USPA), Federal Aviation Regulations Part 105 – Parachute Operations, and related Federal Aviation Administration (FAA) Advisory Circulars. All operations shall comply with all federal, state, and local rules, regulations, and ordinances. Permittee is authorized use of the Airport Drop Zone depicted at Exhibit A to this agreement in the conduct of Tandem, Class B-licensed, Class C-licensed, and Class D-licensed parachute operations in accordance with FAA Part 105

requirements, Fernandina Beach Municipal Airport Minimum Standards and Fernandina Beach Municipal Airport Rules and Regulations, as may be amended from time to time.

a. Permittee is authorized the non-exclusive use of a portion of the Property described on Exhibit "A" to this Agreement for the limited purpose of a drop landing zone for skydivers and parachute activities directly related to the business conducted by Permittee; provided, however, that such consent shall constitute a license only, subject to the terms and conditions of this Agreement, and shall not constitute an easement nor give rise to any claim of adverse possession or prescriptive easement by the Permittee. The Permittee hereby waives all rights it may have to make any such claims.

b. Permittee shall pay an annual base permit fee of \$1,500.00 each permit year for use of the Drop Zone, which is also subject to sales tax (currently 6%) for a current total of \$1,590.00. This payment is due and payable in full within ten (10) calendar days following execution of this Agreement and within 10 days of October 1 each subsequent year. In the event of early termination of this Permit Agreement, the City will calculate and refund the pro-rated amount of the permit fee to Permittee.

In addition to the base permit fee, an individual jumper fee shall be charged for each individual jumper that utilizes Permittee's aircraft to land on the Drop Zone area. There shall be no fee assessed for the first 1,500 jumpers in each permit year, which commences on October 1. For each additional jumper in excess of 1,500 jumpers, a fee of \$0.25 per jumper shall be assessed and payable to the City. This individual jumper fee excludes staff and contractors employed by Permittee. The individual jumper fee shall be due and payable on (ask for input).

The base permit fee shall be reviewed each year by the City and this base permit fee, plus all applicable taxes, shall be adjusted so as to maintain a fair rent rate based on change in the Consumer Price Index (CPI) – All Urban Consumers South Urban Region – All Items (base year 1982-84=100), as published by the United States Department of Labor – Bureau of Labor Statistics, an appraisal, market rent study, or other method designated by City. Such CPI change will be computed each year after the completion of the month of July and any change will be implemented and effective with October rent payments of each year. An appraisal, market rent study, or alternative method as designated by the City may be substituted periodically for the CPI adjustment, and shall be at least four years apart, and any such adjustment will also be implemented in October of the applicable year. In no event, however, shall the rent fee be less than the previous year's rent amount. The Tenant shall be solely responsible for the payment of all applicable ad valorem property taxes.

2.2. Permittee must provide evidence of insurance as required by the Fernandina Beach Municipal Airport Minimum Standards. Such insurance must name the City as additional insured as primary and non-contributory. Waiver of subrogation in favor of the City must be included. The Permittee agrees that it must conduct its business and render its services in a professional manner consistent with the Airport's Rules and Regulations, Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards), safety requirements of the United States Parachute Association (USPA), industry standards, and sound business practices. Permittee acknowledges that all operating rights and privileges granted herein are non-exclusive.

The City for the purpose of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport will, in its sole discretion designate and/or approve the Drop Zone location on the Airport from time to time. The Permittee must obtain all licenses, certificates, permits or other authorization for all governmental authorities having jurisdiction over the Permittee's operations at the Airport.

2.4 Conditions of Permit Approval:

- a. Skydiving activity shall be confined to the Parachute Drop Zone designated by the City as shown in Exhibit A to this agreement. The Drop Zone is to be maintained by the Permittee, and any other users of the Drop Zone, to remain free at all times of any structures, vehicles, debris, and trash. Prior to conducting any parachute operations, Permittee must examine the condition of the Drop Zone to determine if it is in safe condition to use as a landing site. Permittee will at all times, cooperate and coordinate with City prior to and during any maintenance of the Drop Zone.
- b. City shall be responsible for general field mowing of the Drop Zone area shown in Exhibit A to provide for a condition determined to be acceptable at the sole discretion of City. Permittee, and other Drop Zone users, shall have the right at their own expense to provide supplemental mowing or general maintenance services if desired.
- c. Permittee must continue to sublease adequate space, as required by the Fernandina Beach Municipal Airport Minimum Standards, as may be amended from time to time, for the conduct of parachute drop zone activities. Failure to sublease adequate facility space at the Airport as required by the Minimum Standards will result in immediate termination of this Permit Agreement.
- d. Permittee shall not authorize any customer or employee to travel across runways or taxiways without the express written approval of the Airport Manager or without an escort from Airport Staff.
- e. Permittee shall prepare and submit a standard operating procedure (SOP) to the City outlining parachute operations procedures, control and transport of spectators/participants, and parking of vehicles associated directly or indirectly with parachute operations.
- f. Radio equipment and use requirements shall be consistent with the USPA Skydiver's Information Manual and FAA Regulations. The Common Traffic Frequency for the Fernandina Beach Municipal Airport will be used to announce intentions during all phases of flight and during jumping operations.
- g. Notification of reportable incidents shall be made to the Airport Manager or Airport Staff as soon as reasonably possible, but shall not delay notification of emergency response activity, if necessary. Reportable incidents include a landing of a jumper outside the Parachute Drop Zone, loss of equipment during a jump operation, and any incident or accident incurring damage to aircraft or airport property, and/or any incident or accident requiring medical transport or medical emergency services.
- h. Permittee must maintain a letter of agreement with the Federal Aviation

Administration airspace controlling authority at all times for operations affecting controlled airspace. If this letter of agreement is suspended or terminated at any time, Permittee shall suspend parachute operations occurring in controlled airspace until a letter of agreement is re-established, approved by the Federal Aviation Administration, and executed by both parties.

- i. Permittee shall, to the maximum extent possible without hindering safety of flight in the sole discretion of the pilot-in-command of its aircraft, operate its skydive aircraft in accordance with noise abatement voluntary guidelines established by the City and/or make every reasonable attempt to mitigate the noise impact of its operations to the surrounding community.
- j. Permittee agrees to allow City use of the Drop Zone for special event needs not to exceed five (5) consecutive days per year in conjunction with the annual Amelia Island Concours d'Elegance events at no reimbursement to the Permittee. The City agrees to provide a minimum of thirty (30) calendar days written notice of any such use. The City agrees to work with Permittee to minimize any disruption and repair any damage exceeding normal wear and tear should damage occur.

2.5 Permittee Drop Zone Responsibilities

- a. Any/all alterations of the Drop Zone are prohibited without express written approval of the Airport Manager and compliance with applicable local ordinances, Airport Rules and Regulations, Airport Minimum Standards, and all other applicable governmental rules and regulations.
- b. Permittee will be responsible for maintenance of the Drop Zone. This includes the removal and disposal of garbage, debris, contaminants, brush, weeds, and any other waste material from the Drop Zone. Such removal will conform with all governmental requirements and regulations.
- c. In the event more than one skydiving company utilizes the Drop Zone, any and all responsibilities will be shared by each company. It is the responsibility of the company(s) to communicate with each other and to share the use, costs associated with alterations, improvements, and maintenance, if applicable, of the Drop Zone. Use by any other user shall be conditioned on their agreed payment of their share of any future maintenance and construction costs including but not limited to the removal of debris, the removal of vegetation, and leveling or grading of the Drop Zone area.

2.6. Prohibited Uses of Airport Property. Parking or storage of boats and other water vehicles, ATV's, RV's, campers, or other non-aviation items not utilized in the conduct of Permittee's routine skydive business on or adjacent to the Drop Zone area shall not be permitted. Camping on Airport Property must not be permitted.

3. Term. The term of the Agreement shall be for a period of one (1) year, commencing on the date of final signature of this Permit Agreement by both parties, and shall continue year-to-year unless earlier termination under the provisions of this Permit Agreement.

4. Termination. This Permit Agreement shall terminate for any of the following conditions:

- a. Non-payment of the annual permit fee within thirty (30) calendar days of execution of this Permit Agreement
- b. This Agreement may be terminated with thirty (30) days prior written notice by the Permittee without any cause for termination.
- c. This agreement may be terminated by thirty (30) days written notice by the City without any cause for termination. Should the portion of the Property described in Exhibit "A" become unavailable for a Drop Zone due to actions of the City, the City understands and agrees that it will provide Permittee with an alternative location and a modified, updated Exhibit "A" for a new drop landing zone necessary to Permittee's skydiving business on the Property as long as Permittee is still subleasing office space at the Airport.

5. Binding Effect and Assignment. The terms of this Agreement shall be binding upon the City, the Permittee, and the heirs, successors, and permitted assigns of the Permittee. Permittee shall not be permitted to assign this Agreement without the prior written consent of the City and concurrent approval by the City of assignment of the Permit Agreement. Prior to issuing any written consent, the City may demand such information it may require to adequately judge whether the proposed assignee or transferee can adequately perform the duties of the Permittee under this Agreement.

6. Release and Indemnification. The Permittee understands, acknowledges, and agrees to assume all risks and hazards incidental to the Permittee's use of the Drop Zone as a drop landing zone for skydivers and parachute activities directly related to the business conducted by Permittee on the Property. The Permittee does hereby agree to waive, release, absolve, and covenant not to sue the City, its mayor, commissioners, officers, employees, contractors, consultants, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement and/or the Permittee's use of the Drop Zone as a drop landing zone for skydivers and parachute activities directly related to the business conducted by Permittee on the Property. The Permittee further promises and agrees to indemnify, defend and hold harmless the City, its mayor, commissioners, officers, employees, contractors, consultants, representatives, volunteers, attorneys, and agents from and against all liability, claims, and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of this Agreement and/or the Permittee's use of the Drop Zone as a drop landing zone for skydivers and parachute activities directly related to the business conducted by Permittee on the Property. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the Permittee's use of the Drop Zone as a drop landing zone for skydivers and parachute activities directly related to the business conducted by Permittee on the Property. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, nothing herein shall constitute a waiver of immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. Release of Liability. Each parachute jumper and any aircraft passenger shall, prior to being listed on the aircraft's manifest and boarding the aircraft, sign a Release of Liability and Assumption of Risk Agreement ("Release"), a copy of which is attached hereto as "Exhibit B"

7. Representation and Warranty. The City represents and warrants that it is the fee simple owner of the Property. The City further represents and warrants that it is authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the City has full power and authority to bind the City to the terms hereof. The Permittee further represent and warrant that they are authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the Permittee has full power and authority to bind the Permittee to the terms hereof.

9. Entire Agreement. This Agreement contains the entire agreement between the Permittee and the City with regard to the matters set forth herein, and other prior or contemporaneous agreements and understandings, whether oral or written, express or implied, are hereby superseded and of no further force or effect. No amendments shall be made to this Agreement unless it is in writing and signed by both parties to this Agreement.

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

If to Permittee, address to: _____

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the

same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

"PERMITTEE"

AVIATION OF NORTH FLORIDA, LLC

By: _____
Michael Doke, Managing Member

"CITY"

FERNANDINA BEACH, FLORIDA
a municipal corporation

Dale L. Martin, City Manager

ATTEST:

Caroline Best, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

Tammi E. Bach, City Attorney

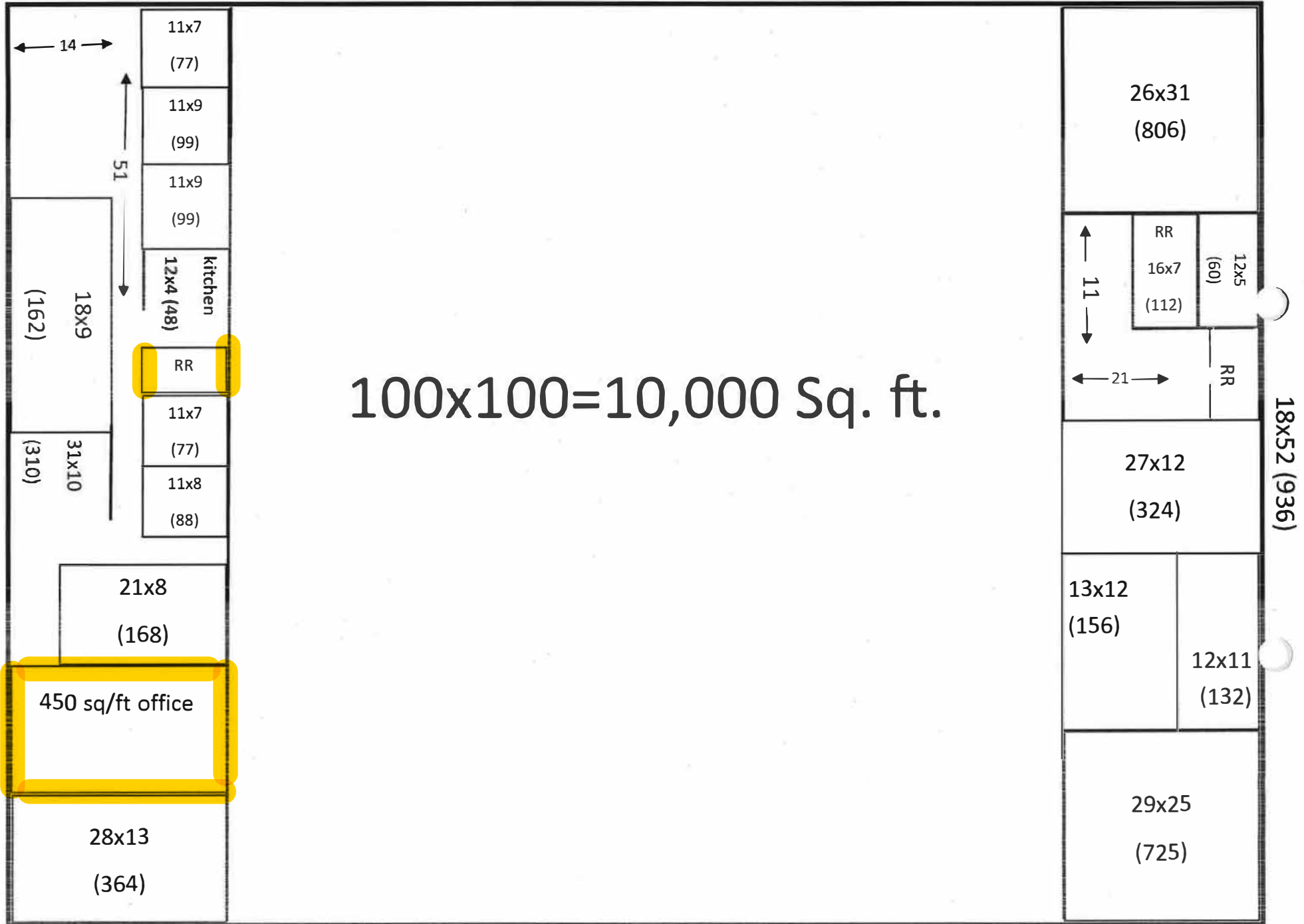
73 x 180 (13140)

Resolution 2015-31

Exhibit "A"

100x100=10,000 Sq. ft.

Parking Lot



72x252 (18144) Taxi B

Disclaimer: This plan is for layout guidance only and is not drawn to scale.

Second Floor

Parachute Packing
Area

74x28

(2072)

100x100=10,000 Sq. ft.

28x98
(2744)

22x26

(572)

Taxi B

Disclaimer: This plan is for layout guidance only and is not drawn to scale.

Aviation of North Florida, LLC
RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

THIS IS AN IMPORTANT LEGAL DOCUMENT
CERTAIN RIGHTS ARE GIVEN UP UPON SIGNING
READ CAREFULLY BEFORE SIGNING

JUMPER INFORMATION

Name : _____	Address : _____
Phone # : _____	_____
DOB : _____	_____
Email : _____	_____ b
Drivers License # : _____	_____
Weight : _____	_____
Emergency Contact : _____	_____
Emergency Phone # : _____	_____

DO NOT SIGN IF YOUR ID IS NOT PRINTED BELOW

Signature : _____ **Date :** _____ **Witness :** _____

AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

IN CONSIDERATION OF BEING PERMITTED TO UTILIZE THE EQUIPMENT AND FACILITIES OF Mike Doke, Aviation of North Florida, LLC. and to engage in parachuting activities (including, but not limited to, ground instruction, in-air instruction, flying and related activities, skydiving, freefalling, free flying, tandem jumping, relative work, CRW,, hereinafter collectively referred to as "skydiving," I HEREBY AGREE AS FOLLOWS:

1. It is agreed by and between the parties that "skydiving" is inherently dangerous and may result in injury or death. It is further agreed between the parties that the unforeseen may happen and that it is not possible for any person or entity to delineate all the risks or possibilities of error that can occur while engaging in "skydiving". Therefore, I specifically include in this Agreement, and agree to be bound thereby, a Release of Liability for any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated; I agree to Assume any and all risks associated with "skydiving"; and I agree to all other covenants and promises enumerated herein through and including paragraph 20.

Initial

2. **PARTIES RELEASED FROM LIABILITY:** It is my understanding that this agreement shall release and discharge any and all liability of:
 - a. Aviation of North Florida, LLC
 - b. Mike Doke
 - c. Your Instructor(s) and Pilot
 - d. Jacksonville Aviation Authority
 - e. City of Jacksonville FL, USA
 - f. The owner on record of any land utilized for "skydiving", including the beneficiaries of any Florida Land Trust or inter vivo Trust
 - g. The United States Parachute Association
 - h. All vendors and/or suppliers of materials or equipment for "skydiving", including, but not limited to, the manufacturer of the equipment, its officers, directors, shareholders, and all associated entities, including officers, directors shareholders, partners, employees, and all other persons in any way associated with any entity mentioned in the body of this document
 - i. Any other party or entity mentioned in the body of this document by name or by category
 - j. Anyone involved in any manner with "skydiving"

Initial

For each corporation named herein, this release specifically includes the corporation's directors, officers, shareholders, agents, representatives, servants, employees, pilots, jumpmasters, owners of the aircraft, volunteers, parachute riggers and packers and associated entities.

It is my specific intent to release from any and all liability and claims, demands, cause of action that I may have at any time whatsoever for any and all injuries and/or damages of any nature against any person and/or entity herein named arising from my participation in any parachuting activity.

All parties enumerated in this paragraph shall hereinafter be collectively referred to in this agreement, release of liability & assumption of risk as "released parties."

Signature : _____ **Date :** _____

RELEASE OF LIABILITY

3. **ASSUMPTION OF RISK:** I understand and acknowledge that "skydiving" is inherently dangerous and that I hereby EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN "SKYDIVING" WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE, IN ANY DEGREE, OR OTHER FAULT OF "RELEASED PARTIES", including, but not limited to, equipment malfunction from whatever cause, inadequate training, and deficiencies in the landing area, rescue attempts, bad landings, or any other injury I may sustain even if caused by the negligence, in any degree, or any fault of "released parties"

Initial

4. I understand that canopy maneuvers including, but not limited to riser turns, down planes, canopy relative work, low hook turns, down wind landing, wind turbulence, wind shear, and other canopy maneuvers are inherently dangerous and have possible injuries and dangers that include, but are not limited to abrasions, fractures, disfigurement, contusions, loss of limbs, paralysis, neurological impairment, and even death, and that no amount of care, caution, instruction, or experience by "released parties" can eliminate, and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN THESE ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE "RELEASED PARTIES."

Initial

OTHER COVENANTS AND PROMISES

5. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the "released parties" for damages or other losses sustained as a result of my participation in "skydiving". I also agree to INDEMNIFY AND HOLD HARMLESS the "released parties" from any and all claims, judgments, and costs, including attorney's fees and court costs incurred in connection with any action brought as a result of my participation in "skydiving." I further agree on behalf of myself and my heirs AGREE TO PAY FOR ANY AND ALL REASONABLE LEGAL FEES TO RELEASE ALL PARTIES FOR THEIR DEFENSE PRIOR TO INITIATION OF ANY LEGAL ACTION ON MY PART OR BEHALF.

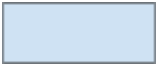
Initial

6. **INDEMNIFICATION AND HOLD HARMLESS:** I hereby agree to Indemnify and Forever Save and Hold "released parties" harmless from all claims, judgments and costs (included, but not limited to "released parties" harmless from all claims, judgments and costs (included, but not limited to "released parties" attorney's fees) and to reimburse "released parties" for any expenses whatsoever incurred on connection with any action brought as a result of my participation in "skydiving", including, but not limited to, actions brought by myself or brought on my behalf or brought by the representative of my estate.

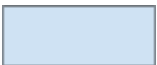
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Signature : _____ **Date :** _____

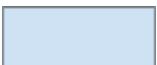
7. PARTIES BOUND BY THIS AGREEMENT: It is my understanding and intention that this agreement, release of liability and assumption of risk may be binding not only upon myself but upon anyone or any entity (including, but not limited to, my estate, heirs and assigns) that or who may be able to or does sue because of my injuries, damages or death. It is my further understanding and agreement that this agreement, release of liability and assumption of risk is intended to, and in fact does, release "released parties" from any and all claims or obligations, foreseen and unforeseen, contemplated and not contemplated, of any nature whatsoever arising in any way from my participation in "skydiving", even if caused by the negligence, in any degree, or other fault of "released parties."

Initial 

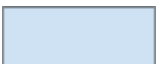
8. LIMITATION OF WARRANTY: "Released parties" hereby warrants that the equipment provided by "released parties" has been previously used for "skydiving". This warranty is the ONLY warrant made to me by "released parties" and is made in lieu of any other warranties (expressed or implied), including, but limited to, warrant of merchantability or fitness for a particular purpose.

Initial 

9. I have been advised and recognize that my skydiving activities are NOT being covered by any personal accident or general liability insurance policy issued to the "released parties".

Initial 

10. I hereby agree and understand that my parachute equipment meets the Department of Transportation, Federal Aviation Administration Regulations at all times while participating in: skydiving", including current reserve parachute repacks and TSO'd equipment, except as exempted by the Department of Transportation, Federal Aviation Administration Regulation.

Initial 

11. CONTINUATION OF OBLIGATIONS: I agree and acknowledge that the terms and conditions of the foregoing contract of agreement, exemption of liability and assumption of risk agreement shall continue in force and effect now and in the future at all times during which I participate, either directly or indirectly, in the activities of the "released parties" and shall be binding up my heirs, executors, and administrators of my estate.

Initial 

12. DURATION OF RELEASE: It is my understanding and intention that this release and agreement be effective not only for my first jump, but it is intended to include any and all subsequent jumps or activities at any time in any way associated with "released parties" from and since the date I execute this agreement and release.

Initial 

Signature : _____ **Date :** _____

13. **ENFORCEABILITY:** I agree that if any portion of this agreement, release of liability and assumption of risk is found to be unenforceable or against public policy, that only that portion shall be deleted; but I hereby specifically waive any unenforceability or any public policy argument that I may make or that may be made on my behalf or that may be made on the behalf of my estate or by any other person or entity that would sue because of my injury, damages, or death.

Initial

14. It is further agreed by and between the parties that no matter where venue lies that any and all lawsuits against "released parties" shall be filed in the Circuit Court of State of Florida. It is further agreed by and between the parties that in the event of any lawsuit is filed against "released parties" in another Circuit or jurisdiction that such a lawsuit shall be transferred to Duval County, FL, or such location as "released parties" shall specify, on motion and at the sole option of "released parties."

Initial

15. I hereby agree to pay for any and all damages to any and all equipment, parachutes, aircraft, grounds, or airport properties, which may occur while "skydiving", and/or caused by malicious or negligent act by me.

Initial

16. I hereby authorize "released parties" or its assignee to take any photographs and videos as they may deem appropriate of myself or of my party and use those photographs in such a manner as they deem appropriate. I specifically waive any interest, proprietary or otherwise, I may have in such photographs or videos.

Initial

17. **ASSIGNMENT OF PROCEEDS:** In the event that I (or anyone on my behalf or any representative of my estate) file a lawsuit against "released parties" and funds (or any tangible objects or assets) are in fact collected, then I hereby irrevocably agree to pay 100% of such funds (or such tangible objects or assets) to a nominee, to be selected by "released parties", including, but not limited to the person or entity against whom a judgment was obtained and funds (or tangible objects or assets) were collected. I further agree in the event that I (or anyone on my behalf or any representative of my estate) hire an attorney to pursue any lawsuit against "released parties" that I (or such person or entity on my behalf of such representative of my estate) will be solely and personally responsible to pay any attorney hired by me (or any attorney hired by anyone on my behalf or any attorney hired by the representative of my estate). In no case shall any attorney hired by me (or any attorney hired by anyone acting or purporting to act on my behalf or any attorney acting on behalf of my estate) be permitted to seek to collect their fees from "released parties" and no attorney fees shall be deducted from any sum (or tangible objects or assets) to be paid by "released parties". It is my understanding and intent that this assignment is irrevocable and will supersede and subsequent assignment of funds or fee agreement which I, or anyone, may enter into on my behalf with any attorney or law firm. I further agree that this paragraph is separate and apart from the indemnification for attorney fees I have signed which is part of this agreement; I further agree and understand that in addition to paying the (in whatever form that it takes) that I or anyone on my behalf or any representative of my estate) will be totally and wholly responsible for any and all attorney fees charged or billed by an attorney or law firm representing me (or my estate).

Initial

Signature : _____

Date : _____

18.I hereby agree and understand that there are no refunds for any reason and if weather conditions, unscheduled aircraft or parachute maintenance arise that prohibit me from skydiving, my jump will be rescheduled at no additional cost. This is to include any gift certificates, prepaid vouchers, or any jump purchased through any third-party vendor. I also hereby agree and understand that the waiting period for my skydive may be 4 or more hours from the check in time of my appointment.

Initial

19.Understanding of agreement: I hereby certify that I have read and understand the contents of this document and that I intend to be bound by its terms and conditions. I further state that I fully understand that by signing this document I intend to forever relinquish important legal rights.

Initial

20.I have carefully read this agreement, release of liability, assumption of risk and the other covenants and promises contained herein, consisting of (20) twenty paragraphs, including this one, that I fully understand its contents and that I sign it of my own free will. I further acknowledge that I have the option and right to seek advice and counsel of the attorney of my choice prior to signing this agreement and that I voluntarily waive that option.

Initial

Signature : _____ **Date :** _____ **Witness :** _____

Jacksonville ATC Tower and World Skydiving Center
Parachute Operations
LETTER OF AGREEMENT

EFFECTIVE: August 16, 2021

1. SUBJECT: Parachute Operation Requirements and Assignment of Local Call Signs and Beacon Code for World Skydiving Center at Herlong Recreational Airport (HEG) and Fernandina Beach Municipal Airport (FHB).

2. CANCELLATION. Jacksonville ATC Tower and World Skydiving Center dated April 20, 2018, is cancelled.

3. PURPOSE: This Letter of Agreement notifies the operator of requirements for parachute operations and authorizes a special call sign and specific beacon code for Parachute Operations within Jacksonville ATC delegated airspace.

4. SCOPE: The procedures, call signs and beacon codes contained in this agreement are for use by Jacksonville ATC Tower/ Approach Control (JAX) and World Skydiving Center. This agreement is supplemental and subordinate to Title 14 Code of Federal Regulations (FARs), Part 105, FAA Order 7110.65, Air Traffic Control, and any other statute or order of regulatory nature.

5. PROCEDURES:

A. World Skydiving Center Must:

- (1) Ensure that all pilots involved in the herein stated activity(s) are sufficiently familiar with and adhere to the procedures set forth in this document.
- (2) Make all references to altitude as MSL (Mean Sea Level).
- (3) The following local call signs and beacon codes are for VFR use and must only be used within the airspace delegated to Jacksonville ATC Tower (see Attachment 1). These call signs must not be used when filing an IFR or VFR flight plans.

Call Sign	Beacon Code	Type	Registration #
Jump Five	0375	C182	N6261A
Jump Seven	0377	C182	N6224A
Jump Eight	0370	C182	N3888D
Jump Nine	0341	C182	N4718D

- (4) Establish two-way radio communications with JAX, if practical, prior to climbing above 2,500 feet on the frequency appropriate to location listed on the Jacksonville Sectional Chart. The pilot must state at a minimum the aircraft call sign (Jump Five, Jump Seven, Jump Eight, or Jump Nine), Type aircraft (if other than listed above), position, current altitude and intended jump altitude/s.

Jacksonville ATC Tower and World Skydiving Center
Parachute Operations
LETTER OF AGREEMENT

(5) Advise JAX not less than one (1) minute and no more than 5 minutes prior to the first jumper exiting the aircraft.

B. After the release of the last jumper the pilot must inform JAX of “*Jumpers Away and descending*”. Deviations from procedures contained in this letter may be made after coordination has been effected.

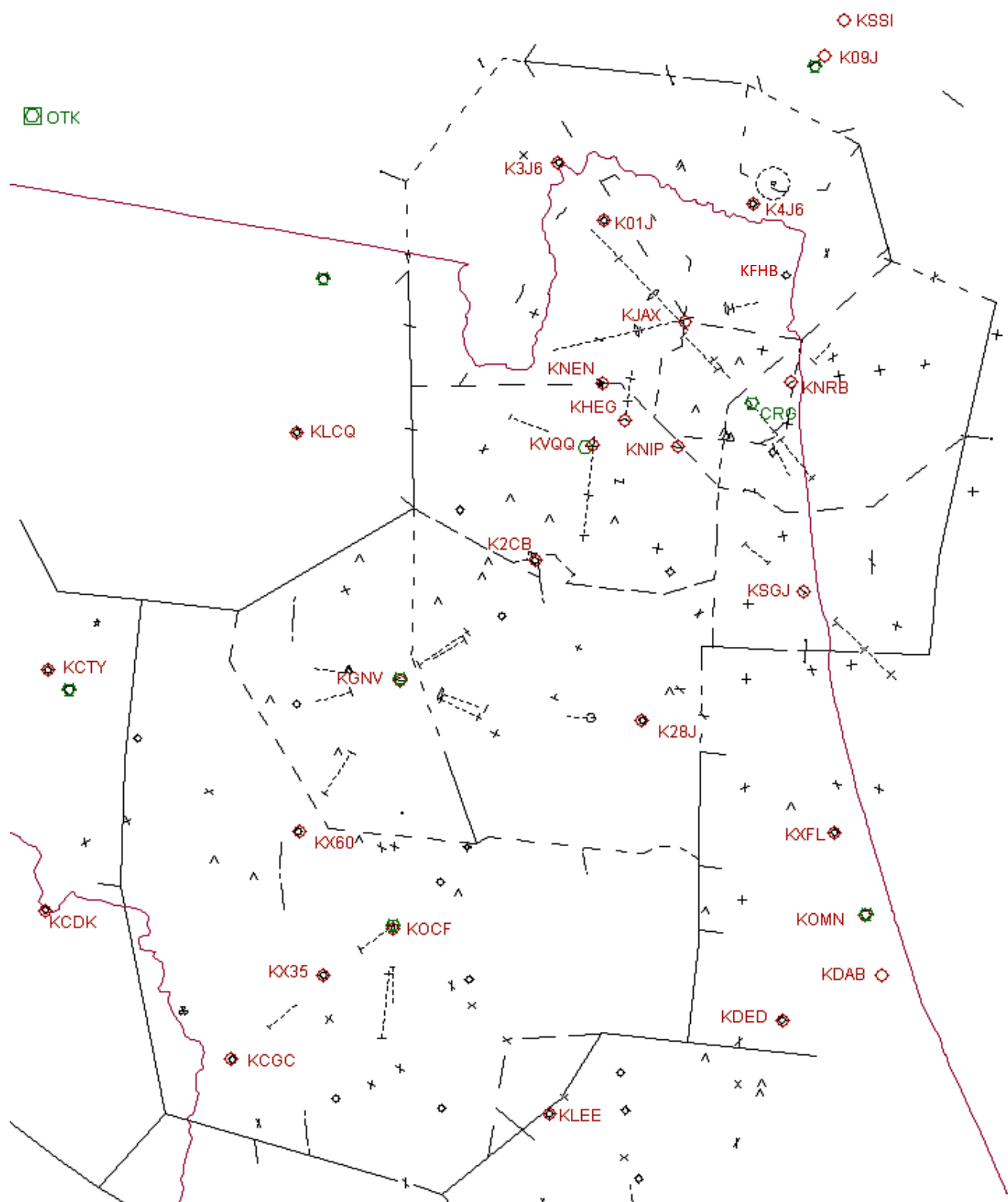
6. TERMINATION. The safety and security of persons and aircraft operating at HEG must be the highest priority at all times. World Skydiving Center agrees to operate in a manner that ensures the jump personnel do not interfere with airport movement areas, aircraft operations, or any other safety related conditions or circumstances at the airport. Persons interfering with any safety related conditions or circumstances at the airport, including but not limited to encroachment on airport movement areas and interference with airport operations, may result in immediate termination of this agreement.

7. ATTACHMENTS: Jacksonville ATC Tower designated Airspace

Erwin D. Beavers
Air Traffic Manager
Jacksonville ATC Tower
(904) 741-0700

Mike Doke
World Skydiving Center
Herlong Recreational Airport
(904) 250-5903

Attachment 1
Jacksonville ATC Tower Designated Airspace



Amelia Island
Youth Soccer
Field

Amelia
Island Youth
Soccer Field

Drop Zone





MEMORANDUM

TO: AIRPORT ADVISORY COMMISSION

FROM: AIRPORT MANAGER

DATE: October 14, 2021

RE: MONTHLY REPORT

- On April 20th, the City Commission awarded construction of six new hangar units to Scherer Construction of North Florida. The building components are being fabricated and provided by Dean Buildings, and the current estimate for arrival of building materials is early to mid-February. Contractors estimate three months of on-site work to complete the project following delivery of building components.
- Design work for the project to rehabilitate the transient aircraft parking apron has commenced and will continue into the Winter. An AIP grant pre-application for the construction phase of the project has been submitted to the FAA for review. It is estimated that an invitation to bid for this project will be released in Spring of 2022.
- The City of Fernandina Beach opened bids on the public/airport fire station at the end of August. After review of the bid submittals, it was noted that there were calculation errors on the bid submittal sheets that were likely caused by the bidding form included within the bidding documents. The City has rejected the bids and re-posted an invitation to bid with an expected bid opening at the end of October. I will provide an update to the AAC following the bid opening.
- A draft ground lease for the fire station has been provided to the FAA and is under review. I anticipate comments back from the FAA soon, after which the ground lease will be routed through the City Commission for approval.
- 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. The FAA has indicated that review of such proposals/leases is taking longer than normal due to implementation of new legislation regarding use of non-aeronautical properties at airports.

- Airport staff has begun efforts to plan a Food Truck Saturday event at the airport. For this event, the airport would host 2 – 3 food trucks and invite the public to enjoy music and the view from the terminal observation deck. Tentatively, this event will occur in December, and a firm date will be announced when available.
- The airport received a proposal from World Skydive to open a second skydive operation at the airport. World Skydive is interested in subleasing space within Hangar A (currently leased by Fernandina Aircraft Maintenance) and utilizing a drop zone permit for its operations on the airport. A draft drop zone permit will be shared with the AAC at the upcoming meeting.
- Two separate individuals are in discussion with airport staff regarding potential private hangar development on airport parcels. One parcel is adjacent to the EAA hangar on the north-side of the airport and the other parcel is on a parcel along Jamestown Road. More information will be shared if the individuals move forward with development of a site plan.
- I have submitted a change to FHB's remarks within the AF/D regarding the airport's noise abatement guidelines and calm wind runway. The publication of these amended remarks will occur on the 2 December FLIP cycle. I am also working to finalized the airport's noise abatement website. I will plan to communicate the revisions of noise abatement guidelines with tenants and flight schools within the next month leading up to the publication of revised remarks.
- The estimated operational count from ADBS and transponder data during the month of September 2021 was 3,456 aircraft operations (take-offs and landings). Percentage of runway use during the month was as reported below:

Runway 9 – 27%
Runway 27 – 14%
Runway 4 – 18%
Runway 22 – 11%
Runway 13 – 18%
Runway 31 – 12%