



**AGENDA
AIRPORT ADVISORY COMMISSION
REGULAR MEETING
FEBRUARY 10, 2022
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MINUTES**
 - 4.1 Approval of December 9, 2021 Regular Airport Advisory Commission Meeting Minutes
- 5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
- 6. OLD BUSINESS**
 - 6.1 Monthly Financial Report
 - 6.2 Hangar Construction Project Update
- 7. NEW BUSINESS**
 - 7.1 Southern Timing 5K Run the Runway Event Presentation/Discussion
 - 7.2 Aeronautical Ground Lease and Site Plan Review - Landmark Construction Management Services, Inc.
 - 7.3 2022 "The Amelia" Facility Use Agreement - Hagerty Events LLC
 - 7.4 2-111 AOB Annual Temporary Air Traffic Control Services Agreement
 - 7.5 Buccaneer Region SCCA Annual Facilities Use Agreement
 - 7.6 Infrastructure Bill Update/Funding Overview
- 8. AIRPORT DIRECTOR AND STAFF REPORTS**
 - 8.1 February 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:** Doug Geib, Chuck Colcord, Prudence Hostetter, Don Edlin, Hugh Giggy, Tom Piscitello, Nathan Coyle (Airport Manager), Dave Broughton (Staff Assistant)
Members Absent: Frank Mayer

Others Present: Don Cavey

3. **Pledge of Allegiance**
4. **October 14, 2021 Regular AAC Meeting – Approval of Minutes:** October 14, 2021 AAC Regular Meeting Minutes were presented for consideration of the AAC.

A motion was made by Member Hostetter, seconded by Member Colcord to approve the October 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:** No public comment was provided.
6. **Old Business:**

6.1 Monthly Financial Update

Airport Manager Coyle presented the monthly financial update. He mentioned that the current fiscal year also includes a transfer from the General Fund for payment of principal and interest expenses related to the new Public/Airport Fire Station. There was no further discussion on the monthly financial report.

6.2 Airport Hangar Construction Project Update

Airport Manager Coyle stated the site work for hangar construction was scheduled to start during the week of December 6th with steel scheduled to arrive for erection in mid-February. Mr. Coyle also stated that tentative completion is still anticipated by July 1, 2022.

7. **New Business:**

7.1 Bonhams & Butterfields Auctioneer Corp Facility Use Agreement

Airport Manager Coyle presented a 3-year facility use agreement with Bonhams & Butterfields Auctioneer Corporation for use of airport property to park vehicles. Mr. Coyle stated that this 3-year agreement would eliminate the need to coordinate an agreement each year, and also includes an annual escalation provision for the fee to utilize airport property.

A motion was made by Member Colcord, seconded by Member Edlin to approve the agreement. A vote upon passage was taken by ayes and nays and being all ayes, carried.

7.2 Driving Dynamics Inc. Facility Use Agreement

Airport Manager Coyle presented a proposed facility use agreement for use of the closed runway by Driving Dynamics Inc. to conduct corporate driver safety training. Mr. Coyle stated that the price for use of the closed runway was increased from \$825 per day to \$1,000 per day.

A motion was made by Member Edlin, Seconded by Member Hostetter to approve the agreement. A vote upon passage was taken by ayes and nays and all being ayes, carried.

8. AIRPORT DIRECTOR AND STAFF REPORTS

- Mr. Coyle mentioned that on Saturday, Dec 11th the EAA would host a Young Eagles Day and airport staff has coordinated for food trucks to be on-site during the event as well.
- Mr. Coyle stated that he has heard nothing further regarding a Part 13 complaint related to skydive activity at the airport.
- Mr. Coyle provided information regarding a recent visit by airport staff to Craig Airport to present new noise abatement guidelines. Mr. Coyle stated that all flight schools operating in the local area were invited to the meeting. Mr. Coyle stated that the guidelines were also emailed and/or dropped off in person to those agencies that could not attend the meeting. Mr. Coyle finally stated that the guidelines have been mailed to all airport tenants as well.

9. Commission Member Reports/Comments.

- Member Colcord mentioned the disrepair and poor condition of the FHB Airport sign located at the Airport Entrance. Member Edlin agreed on its condition and inquired on the possibility of getting it fixed. Airport Manager Coyle stated that a new sign might also be appropriate as the existing sign exceeds the size allowed by the City's sign code. Mr. Coyle stated that he would investigate this further and bring back more information.
- Member Edlin announced his decision to not reapply for the AAC at the end of his term which ends on December 31, 2021. Member Don Edlin was thanked by the Commission for all his time and contributions during his time on the commission. Manager Coyle stated that Mr. Edlin will be missed.

10. Next Meeting Date: February 10, 2022.

11. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 6:45 pm.

Secretary

Doug Geib, Chairperson

AIRPORT 420**AIRPORT
420**

	BUDGET 2021-2022	YTD	Percentage
REVENUES			
33120 FEMA GRANT	-	0.00	100.0%
33220 FAA GRANT	365,125	56,713.00	15.5%
33323 FDOT GRANT	627,326	10,444.14	1.7%
33420 FEMA STATE GRANT	-	0.00	0.0%
34704 RENTALS NON-TAXABLE	-	16.00	100.0%
34720 RENTALS	-	2,340.22	100.0%
34970 FUEL SALES	24,800	12,837.68	51.8%
34971 LEASE PAYMENTS - LAND LEASE	52,372	25,973.08	49.6%
34973 LAND LEASE - AMELIA RIVER	205,960	69,473.00	33.7%
34974 LAND LEASE PAYMENTS - NON-TAXABLE	66,571	23,400.64	35.2%
34975 RENT/LEASE PAYMENTS - City Built	350,000	114,437.07	32.7%
34976 8 FLAGS RENT (TAXABLE)	64,080	39,325.14	34.2%
34978 8 FLAGS RENT - NON-TAXABLE	56,712	2,019.64	
34979 TRANSIENT REVENUE	-	2,424.67	100.0%
36110 INTEREST		1,588.58	100.0%
36420 INSURANCE PROCEEDS		0.00	
36800 CAPITAL CONTRIBUTION		0.00	
38410 LOAN PROCEEDS	3,991,000	0.00	
36990 OTHER REVENUE	69,100	3,743.97	5.4%
36991 PARKING REVENUE	2,004	399.04	19.9%
36995 LATE FEES	-	2,001.55	0.0%
36992 GAIN ON SALE OF ASSETS		0.00	100.0%
38101 TRANSFERS IN GENERAL FUND		0.00	
38101 FROM GENERAL FUND FOR FIRE STATION	275,000	91,664.00	33.3%
38910 CASH BALANCE FORWARD	693,302		
38410 LOAN PROCEEDS	3,991,000	4,850,000.00	
Revenue Total	<u>6,843,352</u>	<u>5,308,801.42</u>	77.6%

AIRPORT 420

AIRPORT 420

	BUDGET 2021-2022	YTD	Percentage
PERSONNEL SERVICES			
51200 SALARIES	139,064	44,182.89	31.77%
51300 TEMPORARY	-	0.00	
51350 PART TIME	15,080	4,779.68	31.70%
51400 OVERTIME	-	0.00	
52100 FICA	11,792	3,511.22	29.78%
52200 RETIREMENT	29,259	9,296.09	31.77%
52300 HEALTH	28,573	9,371.80	32.80%
52301 LIFE	768	264.14	34.39%
52350 OPEB COSTS	1,756	598.65	34.09%
52400 WORKERS' COMP	1,521	505.00	33.20%
52500 UNEMPLOYMENT			
TOTAL	227,813	72,509.47	31.83%
OPERATING EXPENSES			
53100 PROFESSIONAL SERVICES	25,000	16,278.58	65.11%
53200 AUDIT	7,371	2,459.00	33.36%
53400 CONTRACTUAL	56,618	11,073.92	19.56%
53900 AUTO ALLOWANCE		0.00	
53910 HOUSING ALLOWANCE	-	0.00	
54000 TRAINING/TRAVEL	3,210	0.00	0.00%
54100 COMMUNICATIONS	2,988	629.82	21.08%
54101 COMMUNICATIONS - CELL	2,000	305.76	15.29%
54103 COMMUNICATIONS - INTERNET	5,922	556.50	9.40%
54200 POSTAGE	100	7.38	7.38%
54300 UTILITIES - ELECTRIC	34,500	5,112.34	14.82%
54310 UTILITIES - WATER & SEWER	12,200	2,154.30	17.66%
54500 INSURANCE	66,499	22,155.00	33.32%
54610 R/M GROUNDS	222,500	37,834.57	17.00%
54620 R/M EQUIPMENT	1,500	464.48	30.97%
54630 R/M VEHICLES-LABOR	6,000	135.00	2.25%
54640 R/M VEHICLES-MATERIALS	8,000	5.00	0.06%
54700 PRINTING	650	0.00	0.00%
54800 PROMOTIONAL	750	119.09	15.88%
54902 BAD DEBT EXPENSE		0.00	
54910 BILLING COST	7,300	2,436.00	33.37%
55100 OFFICE SUPPLIES	2,300	-159.30	-6.93%
55200 OPERATING SUPPLIES	1,115	538.31	48.28%
55210 UNIFORMS	400	124.00	31.00%
55230 FUEL	11,000	2,331.14	21.19%

AIRPORT 420

AIRPORT 420

	BUDGET 2021-2022	YTD	Percentage
55400 BOOKS/SUBS/DUES	525	330.00	62.86%
TOTAL	<u>478,448</u>	<u>104,890.89</u>	21.92%
CAPITAL OUTLAY			
56200 BUILDINGS	-	0.0	
56300 IMPROVEMENTS	5,723,441	157,468.6	2.75%
56400 MACH./EQUIP.	-	0.0	
56401 MACH./EQUIP. Non-CAP	1,000	0.0	0.00%
TOTAL	<u>5,724,441</u>	<u>157,468.6</u>	2.75%
57000 SETTLEMENT EXP		0.0	
57100 PRINCIPAL	204,000	0.0	
57200 INTEREST	135,952	0.0	
57300 FINANCING COSTS	50,000	18,199.5	
TOTAL	<u>389,952</u>	<u>18,199.5</u>	
Reserve	22,698		
Expense Total	<u><u>6,843,352</u></u>	<u><u>353,068.5</u></u>	5.16%



February 1, 2022

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

RE: Exhibit A - Memorandum Outlining Change Orders to the Airport Hangar Construction Project

City Commissioners,

The intent of this letter is to provide information related to change orders proposed for completion of the Airport Hangar Construction project at the Fernandina Beach Municipal Airport. The total cost of proposed change orders is **\$15,323.00** which would increase the project total cost from \$1,164,845.62 to \$1,180,168.62.

Change Order #1 – Relocate Domestic Water Line (\$3,768.00)

During the project design phase, a water line was identified via ground penetrating radar on the East-side of the project scope area. During initial site-work the water line was uncovered and found to be in a slightly different location than anticipated and in conflict with a planned dry pond/swale. This change order is for relocation, utilizing new water line, to deconflict with the planned swale area.

Change Order #2 – Footing Revisions due to Reactions at Hangar 6 and Modification to Hangar 7 Footing (\$6,480.00)

This change order is to accommodate additional work, due to design revisions on site and footer installation, which resulted in additional costs to contractor.

Change Order #3 – Reroute Existing 1” Water Line through Hangar (\$818.00)

During the design phase, a 1” water line was identified via ground penetrating radar on the West-side of the project scope area. This water line serves outside water spickets for existing and new hangars. During initial site-work the water line was uncovered and found to be in a location that would conflict with the footers of the new hangar structures. This change order reroutes the existing 1” water line through the new hangars buildings.

Change Order #4 – Install Grinder Pump for Sanitary Sewer (\$4,257)

During the project bidding phase, a bid alternate with quantity pricing for installation of a grinder pump/force-main for sanitary sewer was included within the invitation to bid. The bid submittal for this alternate by Scherer Construction of North Florida provided in its bid submittal was \$33,566.79. It was noted at the time of award that this cost indicated that the type of pump proposed by the contractor likely exceeded what was desired by the City, if needed in the project. Staff recommended award of the project without inclusion of this alternate. It has been confirmed



that a grinder pump is indeed needed in the project and the correct type/size pump has now been proposed, which is a significantly lower cost than the original proposed bid submittal.

Change Order #5 – Project Contract Time Extension

Due to the impacts of COVID-19 and other supply chain challenges, the development and shipment of the pre-engineered hangar buildings was significantly delayed and the contractor has requested an extension of 140 contract days based upon the difference in allowable contract time and the delay in provision of building materials to the worksite. The original contract duration was 270 days requiring completion by March 22, 2022. With a 140-day extension, the allowable contract completion date would be August 9, 2022. Despite the requested contract days by Scherer Construction, the estimated completion date for the project is June 15, 2022 as indicated on the attached project timeline.

Respectfully,

Nathan Coyle
Airport Manager

2 Attachments:

1. Project Timeline
2. Individual Change Orders 1 – 5

Change Order 1



2504 NW 71 Place, Gainesville, FL 32653 Tel: (352) 371-1417
 2926 Edison Avenue, Jacksonville, FL 32254 Tel: (904) 288-6060
www.schererconstruction.com
 CGC057622 CGC1524022

Change Proposal #1

Project: *Fernandina Beach Hagar 6&7 Expansion*

December 21, 2021

Description of Work: *Relocate 200LF of domestic water pipe along east side of project through swale area*

ITEM	QTY	UNIT	U/L	LABOR	U/M	MATERIAL	U/S	SUB	TOTAL
Exec Management	0	hrs		0		0		0	0
Project Manager	0	Days		0		0		0	0
Project Engineer	0	hrs		0		0		0	0
Supervision	0	Days		0		0		0	0
Surveys/Layouts	0	hrs		0		0		0	0
				0		0		0	0
Whitestone-	1	ls		0		0	3,378.00	3,378	3,378
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Electrical		ls		0		0		0	0
Subtotal				0		0		3,378	3,378
Labor Burden @ 35%									0
Material Tax @ 6.5%									0
Subtotal									3,378
Bond Adjustment @ 1%									34
Overhead & Profit @ 10% - Prime Contractor									341
General Liability on Subcontractors @ \$4.36/1000									15
Total									3,768

Additional contract time IS NOT required for this change.

This change order proposal is valid for 5 working days, after which time pricing will be revised.

APPROVALS:



Whitestone Construction

1906 River Oaks Road
Jacksonville, FL 32207
(904) 660-2904

To:	Scherer Construction Of N.E. Florida	Contact:	Estimator
Address:	2926 Edison Avenue Jacksonville, FL. 32254	Phone:	
Project Name:	Hangers 6 & 7 Addition	Bid Number:	RFCO1
Project Location:	700 Airport Road, Fernadina Beach, FL	Bid Date:	12/20/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	RFCO1	200.00	LF	\$16.89	\$3,378.00

Total Bid Price: **\$3,378.00**

Notes:

- Excludes density and material testing.
- Excludes all Landscaping, Irrigation & Sod.
- Excludes removal & replacement of unsuitable and / or hazardous materials.
- Excludes any electric, gas, or telecom work.
- Includes survey & as-builts for Whitestone work only.
- Excludes all bollards, stairs, bike racks, and handrails, if any.
- Estimate subject to change with approved permitted drawings.
- This proposal is solely based on the line items provided in the scope of work.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Whitestone Construction

Authorized Signature: _____

Estimator: Colin O'Donnel

Change Order 2



2504 NW 71 Place, Gainesville, FL 32653 Tel: (352) 371-1417
 2926 Edison Avenue, Jacksonville, FL 32254 Tel: (904) 288-6060
www.schererconstruction.com
 CGC057622 CGC1524022

Change Proposal #2

Project: *Fernandina Beach Hagar 6&7 Expansion*

January 21, 2022

Description of Work: *Footing Revisions Due to Reactions at Hangar 6 and Modification to Hangar 7 Footing at C/1*

ITEM	QTY	UNIT	U/L	LABOR	U/M	MATERIAL	U/S	SUB	TOTAL
Exec Management	0	hrs		0		0		0	0
Project Manager	0	Days		0		0		0	0
Project Engineer	0	hrs		0		0		0	0
Supervision	0	Days		0		0		0	0
Surveys/Layouts	0	hrs		0		0		0	0
				0		0		0	0
Cooks	1	ls		0		0	5,944.43	5,944	5,944
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Electrical		ls		0		0		0	0
Subtotal				0		0		5,944	5,944
Labor Burden @ 35%									0
Material Tax @ 6.5%									0
Subtotal									5,944
Bond Adjustment @ 1%									59
Overhead & Profit @ 7.5% - Prime Contractor									450
General Liability on Subcontractors @ \$4.36/1000									26
Total									6,480

Additional contract time IS NOT required for this change.

This change order proposal is valid for 5 working days, after which time pricing will be revised.

APPROVALS:

_____ *Michael R. Smith*



January 20, 2022

Michael Ritter
Scherer of North Florida Inc.
2504 NW 71st Place
Gainesville, FL 32653

RE: Change order for Fernandina Hangar Expansion 6 and 7

To accomplish the change order on Hangar 6 to the column footings, redig, cut existing rebar, and form new column pads and enlarge Hangar 7 Footing C/1 per responses from Engineer

Breakdown:

1. Labor: 4 men, 4 days @ 8hrs/day = 128mh x \$42/hr = \$5,376.00
2. Material:
 - a. Hangar 6 - 2.16 yds credited (299.98)
 - b. Hangar 7 add .67 yds = 93.05
 - c. Net credit (206.93)
3. Equipment: no charge
4. Subtotal: \$5169.07
5. Fee: 15% = 775.36

The total amount of this change order is \$5,944.43

Regards,

Robert Herndon
Cooks Concrete & Framing LLC

**P.O. Box 60484
Jacksonville, Florida 32236-0484
904-802-7110**

Michael Ritter

From: Patrick Williams <pwilliams@passero.com>
Sent: Tuesday, January 11, 2022 7:32 PM
To: Michael Ritter; Chris Nardone
Cc: Adam MacManus; Tom Coughenour; Nathan Coyle
Subject: RE: Re: Fwd: FW: Fernandina Hangar 6&7 Expansion_Anchor Bolts
Attachments: HANGAR 6 - FOUNDATIONS REVS - 1.11.22.pdf; AB FOR TV01615 (COMMENTS).pdf; AB FOR TV01616 (COMMENTS).pdf

Mike,

See attached for Hangar #6 foundation revisions. Due to the interior T-hangar column uplift and downward reactions increasing, a total of (7) – F4.0 footings need to be increased to F5.0 footings. However, the exterior T-hangar column reactions decreased and subsequently a total of (7) – F7.0 footings can be decreased in size to F4.0.

Given the reinforcing bar size is the same for each footing type, it is acceptable to cut bars to fit the new footing sizes while also keeping in mind the quantities of bars vary between footing sizes.

Hangar #7 is unaffected – the column reactions are very much in alignment with what was provided during design, thus no footing changes are required.

On another important note, please make sure the column anchor rod embedment meets detail 2/S-002. The anchor rod length was determined to account for the 8" slab edge thickness so 1'-2" embedment in footing would be provided.

I've attached Hangar #6 foundation revisions as well as comments on the PEMB shop drawings.

Thank you,

Patrick J. Williams, PE, SE
Department Manager | Senior Structural Engineer

PASSERO ASSOCIATES
242 West Main Street, Suite 100
Rochester, New York 14614
Direct: 585.760.8529
Cell: 315.767.1403
pwilliams@passero.com

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Change Order 3



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 2926 Edison Avenue, Jacksonville, FL 32254 Tel: (904) 288-6060
www.schererconstruction.com
 CGC057622 CGC1524022

Change Proposal #3

Project: *Fernandina Beach Hagar 6&7 Expansion*

January 21, 2022

Description of Work: *Relocate Domestic Water line at Two locations to avoid footings per RFI 7 response*

ITEM	QTY	UNIT	U/L	LABOR	U/M	MATERIAL	U/S	SUB	TOTAL
Exec Management	0	hrs		0		0		0	0
Project Manager	0	Days		0		0		0	0
Project Engineer	0	hrs		0		0		0	0
Supervision	0	Days		0		0		0	0
Surveys/Layouts	0	hrs		0		0		0	0
				0		0		0	0
Betros	1	ls		0		0	750.00	750	750
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Electrical		ls		0		0		0	0
Subtotal				0		0		750	750
Labor Burden @ 35%									0
Material Tax @ 6.5%									0
Subtotal									750
Bond Adjustment @ 1%									8
Overhead & Profit @ 7.5% - Prime Contractor									57
General Liability on Subcontractors @ \$4.36/1000									3
Total									818

Additional contract time IS NOT required for this change.

This change order proposal is valid for 5 working days, after which time pricing will be revised.

APPROVALS:

_____ 

State Certified CFC1428972

CHANGE ORDER REQUEST/SCOPE # 1

(904) 891-3539 (Cell #)

Change Order 4



2504 NW 71 Place, Gainesville, FL 32653 Tel: (352) 371-1417
 2926 Edison Avenue, Jacksonville, FL 32254 Tel: (904) 288-6060
www.schererconstruction.com
 CGC057622 CGC1524022

Change Proposal #4

Project: Fernandina Beach Hagar 6&7 Expansion

January 27, 2022

Description of Work: Add Grinder Pump Per Engineer and Rework Under Slab Rough (see RFI 7)

ITEM	QTY	UNIT	U/L	LABOR	U/M	MATERIAL	U/S	SUB	TOTAL
Exec Management	0	hrs		0		0		0	0
Project Manager	0	Days		0		0		0	0
Project Engineer	0	hrs		0		0		0	0
Supervision	0	Days		0		0		0	0
Surveys/Layouts	0	hrs		0		0		0	0
				0		0		0	0
Betros	1	ls		0		0	3,720.00	3,720	3,720
Electrical- Add 1ea GFI 120v Duplex for pump power	1	Ea		0		0	185.00	185	185
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Subcontractor		ls		0		0		0	0
Electrical		ls		0		0		0	0
Subtotal				0		0		3,905	3,905
Labor Burden @ 37%									0
Material Tax @ 7.5%									0
Subtotal									3,905
Bond Adjustment @ 1%									39
Overhead & Profit @ 7.5% - Prime Contractor									296
General Liability on Subcontractors @ \$4.36/1000									17
Total									4,257

Additional contract time IS NOT required for this change.

This change order proposal is valid for 5 working days, after which time pricing will be revised.

APPROVALS:

Michael Roth

Betros Plumbing Contractors, Inc.

State Certified CFC1428972

2600 W Beaver St, Jacksonville, FL 32254(904) 683-1968

CHANGE ORDER REQUEST

DATE: 1-26-22

JOB NAME: Ferandina Hargar 6 & 7

GENERAL CONTRACTOR: Scherer Construction

ATTENTION: Mike

PLUMBING SCOPE

To furnish and install a sump pump as well as reroute under ground sanitary piping.

DEAR SIRs:

Betros Plumbing Contractors is pleased to provide this proposal on the referenced project.

Total: \$ 3,720.00

We appreciate the opportunity to submit this proposal to you.

Should you have any questions, please call me.

Very Truly,

Terry A. Touchton

Sr. Project Manager / Estimator

touchton@betrosplumbing.com

(904) 891-3539 (Cell #)

Liberty Pumps®

Pro380-Series

**with
QuickTree®
Technology
Larger Capacity
Shallow System
Design**

Features:

- Separate access cover
- QuickTree® float system allows easy removal of floats without pulling the pump
- Shallow 24" basin for easier burial in difficult soil conditions
- Large 41 gallon capacity
 - Anti-flotation collar
 - Molded torque-stops
- Integrally molded handles
- Unique integrated cord seal technology
- Integral rubber cover seals

**Shipped with
Clear Construction Cover**



Clear disposable cover protects the system during masonry work and rough-in.



Patent: See
www.libertypumps.com/patents

innovate. evolve.

Pro380

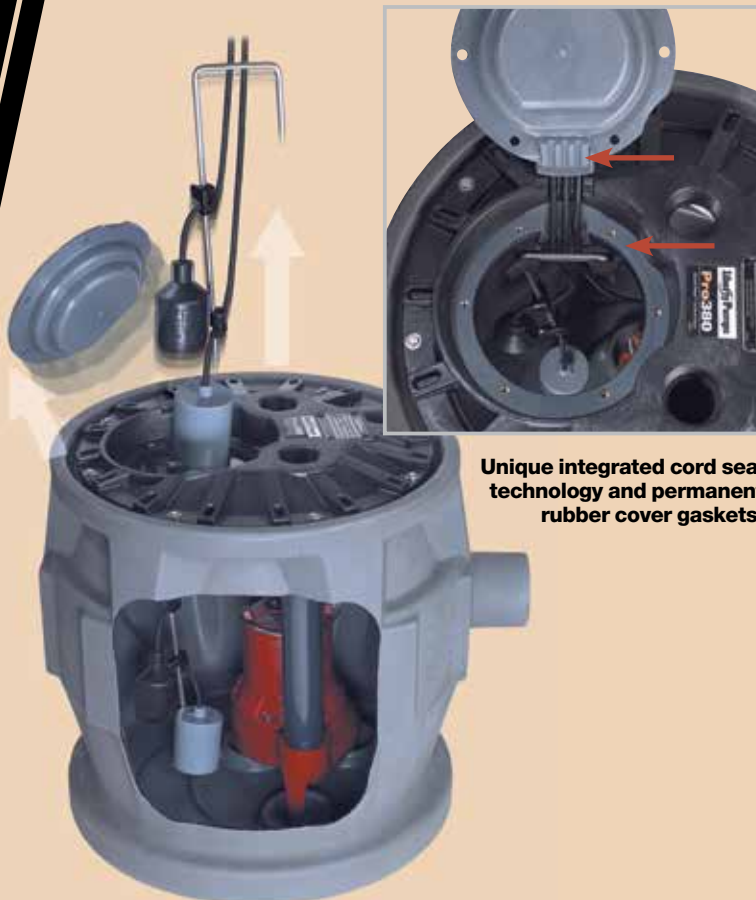
QuickTree® Technology

Features:

- QuickTree® technology allows easy access and removal of switches without disturbing pump or plumbing.
- Integrated rubber seals permanently attached to cover.
- Unique cord seal technology integrated into the inspection cover.
- Shallow basin design (24") for easier installation in difficult soil/bedrock locations.
- Large 41 gallon capacity for longer pump cycles.
- Integrally molded torque stops secure the pump in its proper position.
- Integrally molded anti-flotation collar.
- Durable polyethylene construction.
- Completely assembled.

QuickTree® Technology

Integral Rubber Seals



Unique integrated cord seal technology and permanent rubber cover gaskets.

Specifications: 2" Discharge Systems

MODEL	HP	VOLTS	PHASE	DISCHARGE	WGT. LBS.
P382LE41	4/10	115	1	2"	60
P382LE41V	4/10	115	1	2"	60
P382LE51	1/2	115	1	2"	64
P382LE51V	1/2	115	1	2"	64
P382LE52	1/2	208-230	1	2"	63
P382LE71	3/4	115	1	2"	83
P382LE72	3/4	208-230	1	2"	83
P382LE102*	1	208-230	1	2"	86
P382LEH102*	1	208-230	1	2"	86

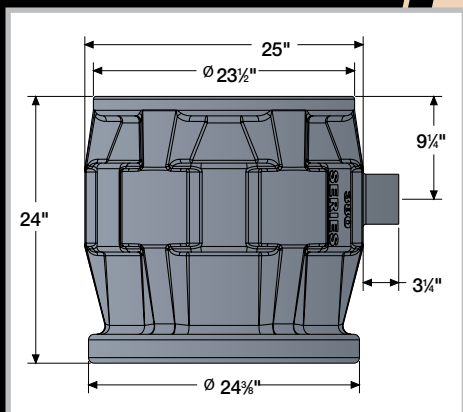
For 3" discharge systems change model number from "382" to "383."
EXAMPLE: P383LE41

"V" models = vertical float. All other models are wide angle floats.

See specific LE-Series literature for complete pump performance and specifications.

* High head applications only. Consult factory for proper pump sizing.

For side discharge models see Pro380 SD-Series literature.



inno

Riser allows burial of the Pro380 System up to a maximum depth of 18" below grade.

A convenient chamber for all your pump's electrical and piping connections – out of sight and below grade. Riser simply slides over the sealed 380 system. Cover is retained by 4 stainless steel bolts and features a twist-lock design with provision for padlock to deter unwanted entry.

Specifications:

Weight: 28 lbs.- (Riser and Cover)

Riser Height: 18-3/4"

Total Height with Cover: 20-1/2"

Diameter: 32"

MODEL	DESCRIPTION
AR18	Access Riser
AC18	Access Riser Cover (Environmental Green)
ARC18	Kit, Access Riser with Cover
ARCKIT115	Kit, Access Riser with Cover and 2" installation accessories - 115V
ARCKIT230	Kit, Access Riser with Cover and 2" installation accessories - 230V
IKIT2-115	Installation Kit 2", 115V
IKIT2-230	Installation Kit 2", 230V

Optional Access Riser

Fits Pro370 and Pro380-Series systems



Liberty's installation kits provide all the components for a professional installation inside the riser. Kit includes: JB-Series wiring box and hardware, check valve with a disconnect union feature, coupling and elbows (PVC piping not included). Kits available in 2" discharge and vent size only.

Pro380-Series Alarmed System

NEW!

Liberty Pumps



NightEye®

Wireless Enabled Alarm

AVAILABLE

Patent pending

FREE app download



ALM-2-EYE

Now have the assurance of early warning in the event of a high-level condition with an alarm option installed from the factory! We do the work for you by mounting the alarm float in the basin at its proper level – no need to even open the cover! Simply mount the alarm panel in its desired location, supply power, and connect the alarm float leads! Offered with four different alarm options for indoor, outdoor, and wireless-enabled applications.

How to Order:

Alarm Model	Description	Float Cord	Add Suffix	Order Example
ALM-2	Standard indoor alarm	20'	/A2	P382LE41/A2
ALM-2-1	Standard indoor alarm	10'	/A21	P382LE41/A21
ALM-2-EYE	NightEye® wireless enabled	20'	/A2EYE	P382LE41/A2EYE
ALM-2W	Standard outdoor rated	20'	/A2W	P382LE41/A2W

Alarm float is pre-set at proper level in basin. Alarm panel packaged with unit. See alarm literature sheet for complete alarm specifications.



Liberty Pumps • 7000 Apple Tree Avenue • Bergen, New York 14416
Phone 800-543-2550 Fax (585) 494-1839

libertypumps.com

Specifications are subject to change without notice. Copyright © Liberty Pumps, Inc. 2017 All rights reserved. LLIT3800-R07/17

Change Order 5



2504 NW 71 Place, Gainesville, FL 32653 Tel: (352) 371-1417
2926 Edison Avenue, Jacksonville, FL 32254 Tel: (904) 288-6060
www.schererconstruction.com
CGC057622 CGC1524022

October 13, 2021

Mr. Nathan Coyle
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach, FL 32034

Subject: Time Extension Request for Fernandina Airport Hangars 6 & 7 Expansion Project (Bid #2021-01)

Mr. Coyle,

As you are aware through our regularly scheduled project status meetings the construction industry is experiencing unprecedented delays from our pre-engineered metal building manufacturers (PEMB) and their ability to produce and deliver product in a timely manner. These delays are due to macroeconomic factors beyond the control of Scherer Construction or our suppliers.

- The Notice to Proceed was issued on 6/25/21 in accordance with our agreement dated 5/25/21 which established a substantial completion date of 3/22/22 based on the contract duration of 270 calendar days from NTP.
- The metal buildings were ordered on 5/5/21 prior to award of our agreement and at our own risk in a good faith effort to lock in the manufacturers pricing at the time and to get the engineering started which in theory would expedite the process and protect the team from any further cost escalation.

According to Dean Steel Buildings letter, dated 9/24/21 and attached below, the typical project of this size requires approximately 15 weeks to design and fabricate steel & an additional 6 weeks for permit drawings prior to starting fabrication for a total of 21 weeks. It should also be noted that Dean is the basis of design per the contract documents.

The steel building manufacturing has continued to be delayed and is currently scheduled to be delivered on 2/15/2022 as of our most recent update. This puts the duration from time of order to delivery at 41 weeks. It is requested that the City of Fernandina Beach consider a time extension be issued to Scherer Construction due to the delays encountered. The basis of time being requested is based on the following:

21 Weeks – Typical PEMB duration from Order to Delivery
41 Weeks – Current PEMB duration from Order to Delivery
20 Weeks or 140 Calendar Days of Delay Encountered

Since we have not mobilized to the site, there is no claim being made for compensation. Please consider a non-compensatory zero-dollar (\$0.00) time extension modification for a new contract completion date of 8/9/2022.

Respectfully,

A handwritten signature in blue ink that reads 'Michael Ritter'.

Michael Ritter
Project Manager



September 24, 2021

Mr. Michael Ritter
Scherer Construction of North FL, LLC
2504 NW 71st Place
Gainesville, FL 32653

RE: TV01615 and TV01616 (Fernandina)

Dear Mr. Ritter:

Dean Steel Buildings, Inc., as well as the metal building and construction industries, continues to experience labor, material, and trucking shortages. Because of this, and a heavy production schedule, we have been experiencing longer than normal lead times.

In pre-COVID times, production of a job could easily take 8-18 weeks (with variances depending on complexity, engineering conflicts, etc). Since the onset of the challenges mentioned above, production lead times have been as far out as seven months. This does not include the additional time (roughly 5-8 weeks) needed if a project starts in permitting.

Dates continue to remain a guideline, since material and labor shortages continue. This is why we do not give out specific completion dates. Dates are finalized when the project is in the plant and is ending its fabrication. We will continue to do our best to adhere to the current schedule with hopes of improvement.

Thank you again for your patience in these challenging times.

Respectfully,

A handwritten signature in blue ink that reads "Natalie L. Tursi". The signature is fluid and cursive, with the first name being the most prominent.

Natalie L. Tursi
Customer Service
Executive Assistant to the President
(239) 938-5577
Natalie.tursi@deansteelbuildings.com

CC: Eric Harrison (eric.harrison@deansteelbuildings.com)

From: [Jacob Davis](#)
To: [Nathan Coyle](#)
Cc: [Robert Kozakoff](#); lee@flyingostrichmedia.com
Subject: 2nd Annual Run the Runway 5K & PASSAGE Launch
Date: Tuesday, December 28, 2021 9:52:20 AM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Good Morning Nathan!

I hope all is well and you are enjoying your Holiday Season!

First I would like to express my gratitude for you and your excellent staff for everything you helped us with for our Inaugural Race! We were able to raise over \$12,000 from our race and we are looking forward to coming back in 2022!

In addition to the race we would also like to host our PASSAGE Launch on the same day! This is the day that Lee will take off for his journey across South America delivering STEM education & supplies to children and schools across the continent. There will be a lot of media coverage at the launch so we want to pair it up with the race.

We are currently looking at Dec. 3, 2022 for the Race and the Launch. Do you know if this date is available? If so we would like to go ahead and reserve it.

Please let me know if you have any questions or if there is anything you need from us!

Best Regards,

Jacob B. Davis

President

Southern Timing Foundation, Inc.

m: (954) 304-3240

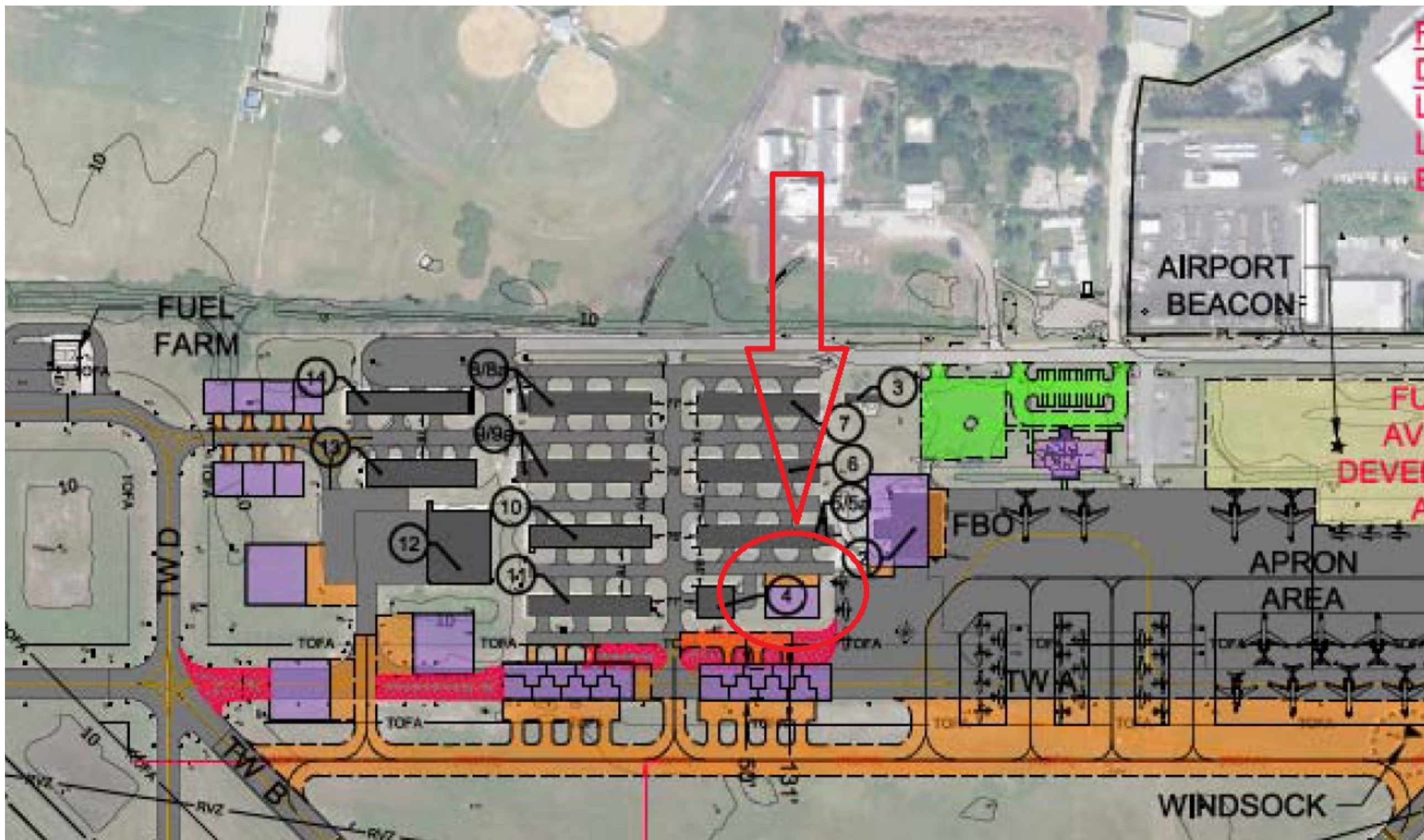
www.southerntimingfoundation.org

Application for Airport Non-Commercial Lease

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 non-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 non-commercial activity lease shall include:

1. The legal name of the person applying to be the lessee and its business name (if applicable):
Landmark Construction, wholly owned by Joe Robert Bittaker Jr.
2. The names, addresses, and phone numbers of all owners, officers, and directors:
Joe Bittaker, 6810 White Lane, Loomis CA 95650; 916-768-8227
3. A detailed description of the scope of the proposed development:
70'X50' box hangar with aircraft parking apron and vehicle parking.
4. A description of the means to be employed to accomplish the construction:
Landmark Construction will hire a licensed Florida General Contractor
5. The dates for commencement and completion of the proposed development:
Construction will commence upon City approval and take approximately 18 months
6. The number of aircraft to be stored in the proposed structure and the make, model, aircraft registration number, and copies of the applicable operating certificates for each aircraft:
1990 Bonanza A36 N11WP. Copies of Registration and Certificates to follow
7. Will there be any hazardous materials located on site: If yes describe:
Only the fuel and oil in the aircraft
8. Will there be any subleasing of building space:
Yes - we hope to lease half the hangar to store another aircraft
9. Amounts and types of insurance coverage to be maintained:
Insurance shall be maintained in accordance with the ground lease requirements.
10. A layout (to scale) of the size, configuration, and location of the property proposed for occupancy and preliminary drawing(s) of the building(s) and improvements to be constructed, together with identification of vehicle parking areas (See Leasehold Development Process):
See attached proposed site plan
11. Contact information of three references (name, title, company, telephone):
 - a. Annette Bittaker, my mom, 912-384-8272
 - b. Barbra Stuter, my cousin, 916-785-1870
 - c. Robert Kozakoff, KFHB, 904-624-0407
12. Contact information of three credit references (name, title, company, telephone):
 - a. Allan Bernhard, Commerce Bank, 916-772-0131
 - b. Erik Whealy, Landmark Controller, 916-663-1953
 - c. Landmark Construction is a \$100,000,000 per year contractor, in business 24 years, exclusively building fully bonded public works projects. Audited financials are available upon request.

Updated November 27, 2006



PROPERTY INFORMATION:

- PID#: 06-2N-28-0000-0001-0000
- ACREAGE: XXX ACRES (XXXX SF)
- LOCATION: FERNANDINA BEACH, FL
- FLOOD ZONE: X
- ZONING: I-A
- FUTURE LAND USE: INDUSTRIAL
- PROPOSED USE: AIRCRAFT HANGAR
- MAX BUILDING HEIGHT: 45 FT

DEVELOPMENT REQUIREMENTS:

- MAX IMPERVIOUS AREA: 60%
- PROPOSED IMPERVIOUS AREA: XX%
- MAX FLOOR AREA RATIO (PERCENTAGE): 50%
- PROPOSED FLOOR AREA RATIO (PERCENTAGE): XX%

SETBACK REQUIREMENTS:

- FRONT: 0 FEET
- REAR: 0 FEET
- SIDES: 0 FEET

UTILITIES:

- WATER: CITY OF FERNANDINA BEACH
- SEWER: CITY OF FERNANDINA BEACH
- POWER: F.P.U.

NEAREST FIRE HYDRANT IS 375 FEET
DUE WEST FROM CORNER OF PROPERTY

LANDSCAPING:

- PROPERTY LOCATED WITHIN THE
AIRPORT OPERATIONS AREA (AOA).
STANDARDS REQUIRE ONLY GRASS OR
LOW-LYING VEGETATION FOR UNPAVED
AREAS

PARKING REQUIREMENTS:

- (1) ONE SPACE PER 2,000 SF OF
HANGAR SPACE (MIN. 3 SPOTS REQ'D)
- ADA PARKING SPOT SHOWN
DIMENSIONS ARE 12' WIDE BY 18' STALL
DEPTH
- PARKING SPOTS, 2 & 3 DIMENSIONS
ARE 9' WIDE BY 18' STALL DEPTH

NOTES:

- ROOF RUNOFF TO BE DIRECTED TO
NEAREST SWALE OR STRUCTURE

DRAINAGE CALCULATIONS:

DRAINAGE AREA: XXXX SF
IMPERVIOUS AREA: 7,832 SF

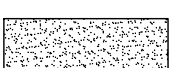
TOTAL LOT RUNOFF:
(XXXX SF)*(0.5")*(1/12 FT/IN) = XXX C.F.

TOTAL IMPERVIOUS AREA RUNOFF:
(7,230 SF)*(1.0")*(1/12 FT/IN) = 603 C.F.

TOTAL TREATMENT VOLUME REQUIRED: 603 C.F.
TOTAL TREATMENT VOLUME PROVIDED: 853 C.F.

SWALE 1[SW-1]:	SWALE 2[SW-2]:
TOB: 400 SF	TOB: 745 SF
BOP: 170 SF	BOP: 391 SF
SIDESLOPE: 3:1	SIDESLOPE: 3:1
STORAGE = 285 C.F.	STORAGE = 568 C.F.

LEGEND

	CONCRETE
	ASPHALT

K			
J			
I			
H			
G			
F			
E			
D			
C			
B			
A	AB	11/08/21	OWNER REVIEW
No.	By	Date	Revision

Scale: 1:20
Project Mgr: AG
Designed by: AG
Drawn by: AB
QA/QC: NG

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

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

JOE BITTAKER
FERNANDINA BEACH MUNICIPAL AIRPORT FERNANDINA BEACH, FLORIDA

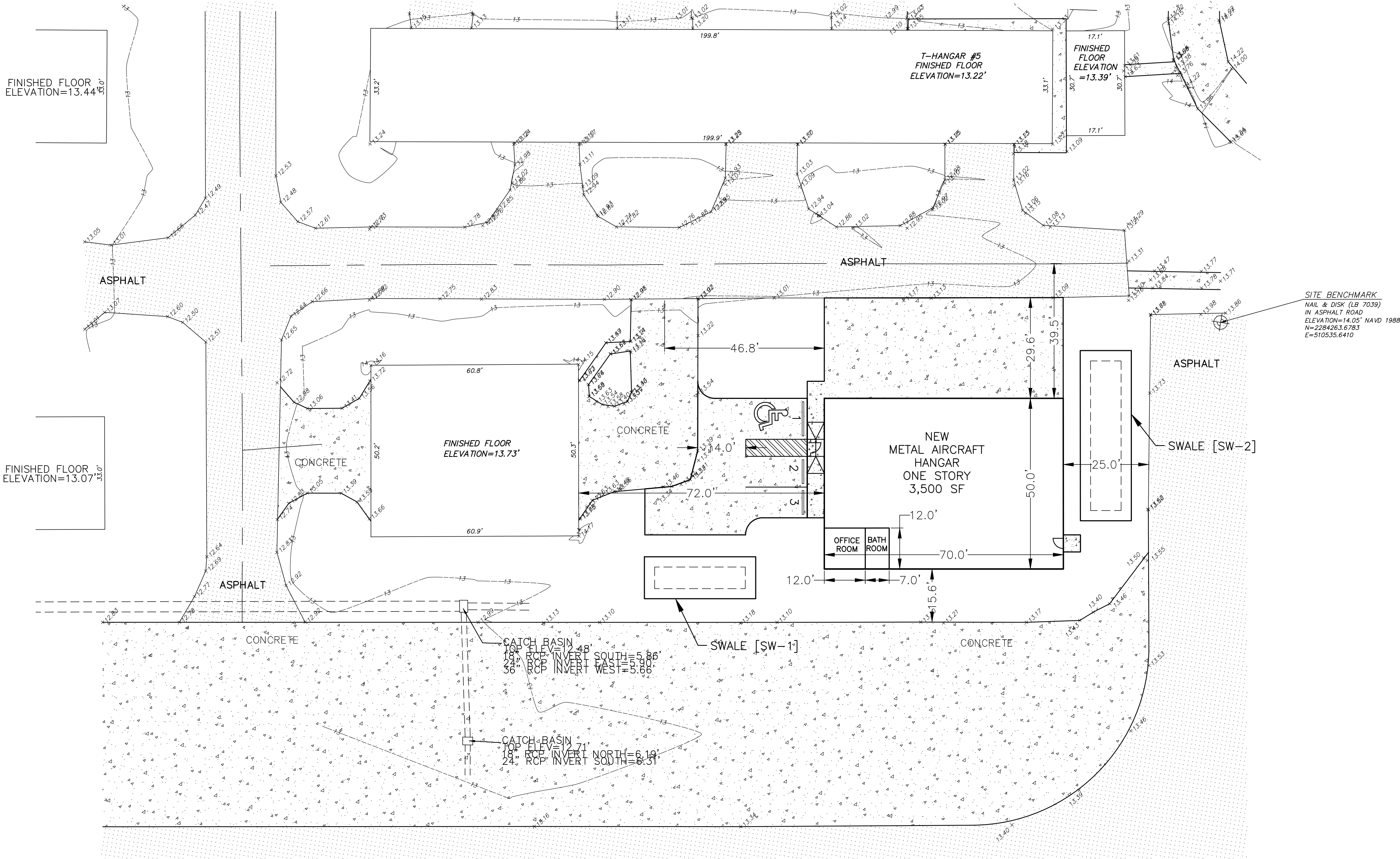
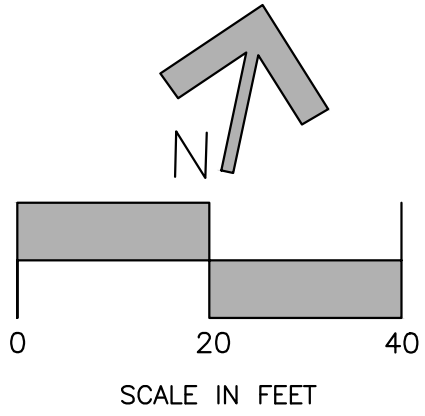
NEW HANGAR SITE PLAN

GEOMETRY PLAN OPTION 4: CONNECT FROM EXIST D/W, 14' DEEPER PARKING THAN OPT. 1

REGISTERED DESIGN PROFESSIONAL	ISSUE DATE: 11/08/21
Sheet GE-1	
Page 2 of X	
Project No. XX-XX-XX	

ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

ISSUE FOR CONSTRUCTION IF APPROVED BY C.O.F.B.



GROUND LEASE AGREEMENT
WITH LANDMARK CONSTRUCTION MANAGEMENT SERVICES,
INC. FOR
PROPERTY LOCATED AT
FERNANDINA BEACH MUNICIPAL AIRPORT

This GROUND LEASE AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this _____ day of _____, 20____, made by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation, whose address is 204 Ash Street, Fernandina Beach, Florida 32034 (hereinafter referred to as the "LESSOR" or "City,") and **(LANDMARK CONSTRUCTION MANAGEMENT SERVICES, INC.)**, a for-profit corporation), with authority to do business in the State of Florida, its heirs, successors, and assigns (hereinafter referred to as the "LESSEE") whose address is 4312 Anthony Ct Ste B, Rocklin CA 95677.

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

WHEREAS, LESSEE desires to lease certain real property from LESSOR at the LESSOR's municipal airport for aeronautical related activity; and

WHEREAS, LESSOR desires to make real property available to LESSEE at the Airport for the construction of a bulk hangar, ramp apron, auto parking, and related infrastructure for personal use and storage of aircraft; and

NOW THEREFORE, for and in consideration of the real property and the mutual agreements contained herein to be performed by the respective parties, the parties hereby agree as follows:

ARTICLE 1 – PROPERTY

1.1 Leased Premises. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the following real property identified and shown on Exhibit "A" Lease Area, attached hereto (hereinafter referred to as the "Premises"), together with the right of ingress and egress for vehicles and aircraft. The Premises is located within an area of Airport property designated the North area. The Premises shall be more specifically described in a legal description with sketch diagram to be furnished to the LESSOR by LESSEE in a form acceptable to the LESSOR and attached hereto as Exhibit "A."

1.2 Use of Premises. The LESSEE is authorized to conduct the following nonexclusive use at the Airport: All operations associated with the conduct of the LESSEE's flight operations including, but not limited, to general aircraft storage and other non-commercial related aviation operations to include minor maintenance and repairs on LESSEE's aircraft. All LESSEE operations shall comply with all federal, state, and local rules, regulations, and ordinances.

1.3 Nonexclusive Rights. It is not the intention of the Agreement to grant to LESSEE the exclusive right to provide any or all of the services described in the Agreement at any time during the term of the Agreement. LESSOR herein reserves the right, at its sole discretion, to grant similar rights and privileges upon the Airport which are identical in part or in whole to those granted to LESSEE.

1.4 Development of Premises. LESSEE is hereby granted the nonexclusive privilege to engage in, and LESSEE agrees to engage in, the construction and to maintain a bulk hangar, ramp apron,

auto parking, and related infrastructure on the Premises for personal use as may be approved by LESSOR, built or provided for in accordance with plans and specifications contained in the Architecture and Building Design Standards for Development on the Airport as may be amended from time to time and as approved by LESSOR; comply with height and obstruction requirements under Federal Aviation Regulations Part 77; and other approvals required for other aviation or aeronautical activities and services necessary or incidental thereto. If construction on the Premises has not begun within one (1) year of the date of the Agreement, and completed within two (2) years of the beginning of construction, the Agreement may be terminated by the LESSOR with thirty (30) days written notice to LESSEE. The parties agree that LESSEE shall not engage in any business or activity on the Premises other than that specified herein. Included as part of the LESSEE's Premises are:

a. One (1) 70' x 50' box hangar and other improvements on the Premises, including as required personal and/or office space, for the purpose of providing aircraft storage to aircraft owned or leased by the LESSEE and for no other purpose unless approved by the LESSOR in writing..

b. Vehicle parking, as may be required by City code, shall be installed and maintained by the LESSEE to allow the loading, unloading, and parking of vehicles having business on the Premises.

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

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

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

f. All improvements shall be constructed, graded, and drained so as to direct all storm water which may fall and/or flow on the Premises into approved disposal devices. The LESSEE shall not contribute to storm water contamination and will take such steps and measures as are necessary to comply with the Airport's Storm Water Pollution Prevention Plan and all federal, state, and local regulations governing storm water discharge. LESSEE will not permit any action on the Premises that has an adverse effect, or interferes, with the proper function of any drainage system, sanitary sewer system, or any facility provided for the operation, or protection of Airport, or its surrounding areas, and will not pollute such in any way.

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

ARTICLE 2 – TERM

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

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

a. At the seven (7) year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe, and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, fencing, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the eight (8) year anniversary date. If identified repairs are not corrected then LESSEE will be billed at 115% of cost for LESSOR to complete.

b. At the fourteen (14) year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe, and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, fencing, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the fifteen (15) year anniversary date. If identified repairs are not corrected then LESSEE will be billed at 115% of cost for LESSOR to complete.

c. At the nineteen (19) year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe, and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, fencing, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the twenty (20) year anniversary date. If identified repairs are not corrected then LESSEE will be billed at 115% of cost for LESSOR to complete.

d. With satisfactory performance during the term of the Agreement the LESSEE may request in writing from the LESSOR extension of Agreement beyond the initial twenty (20) year term as provided above.

e. At the twenty-four (24) year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe, and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, fencing, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the twenty-five (25) year anniversary date. If identified repairs are not corrected then LESSEE will be billed at 115% of cost for LESSOR to complete.

f. At the twenty-nine (29) year anniversary of the Agreement, the LESSOR may conduct an

inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe, and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, fencing, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the thirty (30) year anniversary date. If identified repairs are not corrected then LESSEE will be billed at 115% of cost for LESSOR to complete.

ARTICLE 3 – RENT

3.1 Rent Computation. In consideration of the rights and privileges granted by the Agreement, LESSEE agrees to pay LESSOR the following ground rent from the date of commencement of the Agreement as noted in Article 2.1. All payments shall be due and payable without notice on or before the first day of each month.

a. Rent for the use of real property on Airport property based on a total ground lease area of 12,196 square feet; at a lease rate of \$0.20 cents per square foot per year. Initial annual ground rent shall be \$2,439.20.

b. The annual ground rent shall be converted to equal monthly payments to be made at the rate of **\$203.27** per month, which also is subject to applicable sales tax (currently 6.5 percent) **\$13.21** for a total of **\$216.48** per month.

c. The ground rent shall be reviewed each year by the LESSOR and ground rent, 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 LESSOR. Such CPI change will be computed each year after the completion of the month of July and any change will be implemented and effective with the October rent payment of each year. An appraisal, market rent study, or alternative method as designated by the LESSOR 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 ground rent be less than the previous year's rent amount. The LESSOR shall be solely responsible for the payment of all applicable ad valorem property taxes.

3.2 Place of Payment. All payments due LESSOR from LESSEE shall be made payable to the City of Fernandina Beach and mailed to P.O. Box 16115, Fernandina Beach, Florida 32035 or delivered to 1180 South 5th St. Extension, Fernandina Beach, Florida 32034.

3.3 Delinquency Charge. Any payments received after the tenth (10th) day of the month are subject to a delinquency charge of one and one-half percent (1½%) per month beginning with the eleventh (11th) day after payment is due.

ARTICLE 4 – LESSEE RIGHTS AND OBLIGATIONS

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

4.2 Agreement to Pay Taxes and Obligations. LESSEE shall pay all lawful taxes and

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

4.3 Premises Maintenance, Repair, and Upkeep. No hazardous or flammable materials shall be stored within or about the Premises unless stored within an Environment Protection Agency (EPA), National Fire Protection Association (NFPA), or local Fire Marshal approved container/cabinet. No boxes, crates, rubbish, paper, or other litter that could cause or support combustion shall be permitted to accumulate within or about the Premises. LESSEE shall not commit, nor allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the Premises to be used for any unlawful purpose or unsafe purpose. The LESSEE shall, at its sole cost and expense, maintain and keep the Premises and all structures upon the Premises to include structural, roofs, and hangar doors as well as all improvements thereon including lighting, electrical, landscaping, drainage, signage, fencing, auto parking areas, and aircraft parking ramp apron including all pavement and striping, in good condition and make all repairs, both interior and exterior, necessary to keep and maintain the Premises, including all improvements thereon in good condition so as to present an attractive appearance in conformity with other Airport facilities. The Premises and all buildings, improvements, and property thereon must be maintained in a safe, clean, and sanitary condition. The LESSOR shall require maintenance and needed repairs to be made by LESSEE in a timely manner. LESSEE obligation shall include maintaining irrigation system (if installed), mowing and trimming, and keeping the same in clean, neat, and orderly condition and in good repair at its sole cost and expense.

4.4 Damage to Property. LESSEE shall be responsible for all damage to property, real or personal, located on, in, or about the hangar, aircraft parking apron, vehicle parking area, or public use areas damaged as a result of the LESSEE's negligence, misuse, or abuse.

4.5 Use of Airport. The reasonable use by LESSEE, its employees, passengers, guests, patrons, and invitees, in common with other duly authorized users of Airport and the appurtenants together with all other facilities and improvements which have been or may hereafter be provided for common or public use in connection with Airport.

4.6 Airport Security. LESSEE has obligation to operate upon the Airport and its Premises to not undermine the security of the Airport. If the Premises adjoins the Airport perimeter fence-line, LESSEE shall install and maintain adequate fences and gates to control unauthorized access on to the Airport. LESSEE shall provide to the Airport Manager a security plan at least once annually.

4.7 Commercial Activity. LESSEE is only permitted to conduct activities as described in Article 1. LESSEE shall not conduct commercial aeronautical activity of any kind, whatsoever in, from, or around the hangar. However, aviation related commercial aeronautical activity may be permitted in the future upon written approval from the LESSOR and LESSEE obtaining necessary permits as may be required. Any commercial aeronautical activity shall comply with the Airport Minimum Standards for Commercial Aeronautical Activities. LESSEE hereby agrees to conduct any business operation in compliance with the contents of the Airport's Minimum Operating Standards for Commercial Aeronautical Activities (hereafter referred to as the "Minimum Standards"), attached hereto as Exhibit "D", as currently approved or as may be amended from time to time. Compliance with the Minimum Standards is an integral part of the Agreement. Should the Minimum Standards be updated and any requirement become more restrictive than current Minimum Standards the LESSEE shall have

eighteen (18) months from date of adoption to meet the revised Minimum Standards unless waived in writing by the LESSOR. Once updated, those Minimum Standards shall become a part of the Agreement.

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

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

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

4.11 Leasehold Improvements. The following pertains to leasehold improvements made by LESSEE on the Premises:

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

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

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

LESSOR is included in the documentation.

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

e. Within sixty (60) days of completion of construction, erection, or any alteration of any improvements by the LESSEE, the LESSEE shall provide to the LESSOR a complete set without charge of "as-built" plans and drawings.

4.12 Further Capital Improvement. LESSEE is granted right to make further capital improvement on the Premises within the scope of the Agreement at its sole cost and expense and with LESSOR's approval. In the event that any capital improvement, permanent improvement, fixture, new construction, or the like is proposed or made by LESSEE that requires a new paved surface for aircraft or automobile ingress or egress, including any associated new taxiway, taxi lane, or aircraft parking apron, or automobile parking lot, then LESSEE shall, at its sole cost and expense, install and maintain any such new private use paved surfaces during the term of the Agreement including providing for drainage requirements. Any such further capital improvements shall become the property of LESSOR at the expiration or termination of this Agreement in accordance with Article 4.12b above.

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

4.14 Airport Protection by LESSEE. LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the Rented Premises to such a height so as to comply with City Building Code and Federal Aviation Regulations Part 77 and to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

4.15 Property Rights Reserved. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Fernandina Beach Municipal Airport.

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

cause for termination of the Agreement and eviction of LESSEE from said Premises, in accordance with Article 7 herein.

4.17 Compliance with Environmental Law, Rules, and Regulations. LESSEE expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state, and local laws, ordinances, rules, and regulations protecting the environment. Any cost or expense to remain or to be compliant with applicable environmental rules and regulations shall be the responsibility of the LESSEE. LESSEE agrees to keep informed of future changes in the existing environmental laws.

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

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

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

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

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

ARTICLE 5 – LESSOR RIGHTS AND OBLIGATIONS

5.1 Operation as a Public Airport. LESSOR covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by City to the U.S. Government under the Federal Airport Act.

5.2 Maintenance of Airport Facilities. LESSOR shall operate, maintain, manage, and control Airport in an efficient, economical, and businesslike manner. Such operation, maintenance, management, and control shall substantially comply with all pertinent requirements of the Federal Aviation Administration, or its successor in duties related thereto, and shall include the adequate and proper operation and maintenance of the public land, runways, taxiways, navigation aids, non-leasehold lighting, non-leasehold roads, non-leasehold parking areas, and all other public facilities and appurtenances within the boundaries of Airport. LESSOR shall maintain all public and common joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements, or additions thereto, as in its opinion, are required and necessary for the safe and efficient operation of the Airport.

5.3 Inspection. LESSOR shall have the right to enter upon the Premises at any time, however, normally during regular business hours to inspect the Premises for compliance with the terms and conditions of the Agreement and federal, state, and local laws and regulations. In case of

emergencies, the LESSOR shall have the right to immediately enter the Premises.

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

5.5 Protection Clause. The LESSOR reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport. The LESSOR also reserves unto itself, its successors, and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

5.6 Further Airport Development. LESSOR reserves the right to further develop or improve the remaining area of the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance. LESSOR also reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport development projects. If the rent is based on the Premises, then the rent shall be reduced in proportion to the reduction of the total leased area.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

a. Comprehensive General Liability insurance with a Combined Single Limit (CSL) of not less than One Million (\$1,000,000) Dollars per occurrence protecting LESSOR against any and all liability by reason of LESSEE's conduct incident to the use of the Premises or resulting from any accident occurring on or about the roads, driveways, or other public places on the Airport, including the runways and taxiways, used by LESSEE at Airport, caused by or arising out of any negligent or wrongful act or omission of LESSEE, its agents, employees, contractors, or subcontractors.

b. Property damage insurance covering direct physical loss due to perils of fire, windstorm and extended perils for full replacement value for all facilities leased or provided by the LESSEE.

c. LESSEE agrees that, should it desire to lease space for aircraft storage, LESSEE shall obtain Hangar Keepers Liability insurance with a Combined Single Limit (CSL) of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence, protecting LESSOR against any and all liability by reason of LESSEE'S conduct incident to the use of the Premise for aircraft storage, ground handling, and storage of others, caused by or arising out of any negligent or wrongful act or omission of LESSEE, its agents, employees, contractors, or subcontractors.

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

e. LESSEE shall furnish LESSOR copies of all insurance policies or certificates evidencing the existence and amounts of such insurance as required under the Agreement and under the Airport Minimum Standards for all activities provided by LESSEE. Such certificates are attached hereto as Exhibit "C", Liability Insurance Certificates. Copies of said certificates of insurance shall be provided to LESSOR with each annual renewal and at least ten (10) days prior to the expiration thereof for each activity offered by LESSEE.

f. Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Business Auto Liability, and Excess Liability to include the City of Fernandina Beach as Additional Insured. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

g. Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability and Auto Liability to include a Waiver of Subrogation clause in favor of the City of Fernandina Beach.

h. All Certificates of Insurance shall be dated and shall show the name of the insured LESSEE, the name of the insurer, the policy number, its effective date and its termination date, and a list of any exclusionary endorsements.

i. All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

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

6.2 Indemnification.

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

b. To the extent permitted by Florida law, LESSOR for itself and on behalf of its mayor, commissioners, officers, employees, agents, attorneys and representatives, does agree to assume liability for and indemnify, hold harmless, and defend the LESSEE, its officers, agents, employees, assigns, and contractors, 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 LESSOR, its mayor, commissioners, officers, employees, agents, attorneys and representatives. LESSOR'S liability hereunder shall include all attorney's fees and costs incurred by the LESSEE in the enforcement of this indemnification provision. This includes claims made by the employees of LESSOR against the LESSEE, and LESSOR hereby waives its entitlement, if any, to immunity under Sections 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the LESSOR may have under the doctrine of sovereign immunity of Section 768.28 Florida Statutes.

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

ARTICLE 7 – TERMINATION

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

- a. The abandonment of the Airport as an Airport or airfield.
- b. Any default by LESSEE in the payment of the whole or any part of any rent or other payments such as property-imposed taxes, assessment, applicable fees and charges, or other governmental imposition required for a period of ninety (90) days after the time such payments become due.
- c. The default by either party in the performance of any of the terms, covenants, and conditions of the Agreement (except rental payments), and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of ten (10) days after receipt of written notice from the non-defaulting party to the defaulting party to remedy same. This includes the failure of the LESSEE to complete the proposed improvements within the time frames as set forth herein.
- d. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the LESSEE'S operation or business.
- e. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part thereof, in such a manner as to restrict substantially LESSEE from conducting its business operation for a period in excess of ninety (90) days.
- f. LESSOR shall be entitled to terminate the Agreement if LESSEE becomes insolvent, is convicted of a felony, upon the filing of a petition by or against LESSEE under the Bankruptcy Act or any amendment thereto, including a reorganization plan, a general or other assignment for the benefit of creditors, adjudication as a bankrupt, any levy against the leasehold interest of the LESSEE, or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

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

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

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

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

7.4 Obligation Upon Termination. Upon termination of the Agreement or occurrence of a termination event, all obligations of either party hereunder to the other shall cease and terminate, except as specifically provided herein, and the LESSEE agrees it shall immediately quit, surrender, and return peaceable and quiet possession of the Premises, including all improvements, to the LESSOR in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being accepted. LESSEE shall have the right at any time during said term, or any renewal, or extension thereof; to remove its trade fixtures and equipment situated on the Premises which were installed, or placed by it, at its expense, in, on, or about the Premises, subject, to any valid lien which LESSOR may have thereon for unpaid rents, fees, taxes, or charges. All moveable personal property shall be removed by the LESSEE on or before the expiration of the Agreement term and all property not so removed shall be deemed abandoned by the LESSEE.

7.4 Continuing Obligation. LESSEE'S obligations under Article 4.18 and Article 7 of the Agreement shall survive the expiration or termination of the Agreement or any renewal thereof.

ARTICLE 8 – NOTICE

8.1 Any notice given by one party to the other in connection with the Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, addresses as follows:

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

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

If to LESSEE, address to: Mr. Joe Bittaker
6810 White Lane
Loomis CA 95650

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

8.3 LESSEE Contact Telephone Number: **916-768-8227**

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

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Assignment or Sublease. The 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. 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 the Agreement.

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

9.3 Subordination. The Agreement shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

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

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

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

9.7 Force Majeure. Neither LESSOR, nor LESSEE, shall be deemed to be in violation to the Agreement if either is prevented from performing any of its obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage, or any other circumstances for which it is not responsible, or which are not under its control,

provided; however, that this section does not apply to failure by LESSEE to pay the rentals, fees, taxes, and charges set forth herein. In any such case a prompt written notice shall be given to the other party of the existence of such causes and of readiness to resume performance upon the removal, or non-existence thereof.

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

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

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

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

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

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

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

c. LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said regulations may be amended.

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

a. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks over time. Levels of radon that exceed

federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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

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

CITY OF FERNANDINA BEACH, FL

LANDMARK CONSTRUCTION MANAGEMENT SERVICES, INC.

By: Dale L. Martin
Its: City Manager

By: Joe Bittaker
Its: Managing Member

jbittaker@landmarkconst.net
Email Address

ATTEST:

ATTEST:

By: Caroline Best
Its: City Clerk

By: _____
Its: _____

APPROVED AS TO FORM AND LEGALITY:

By: Tammi E. Bach
Its: City Attorney

Attachments

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

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

Exhibit "C" Minimum Standards for Commercial Aeronautical Activities

Exhibit "D" Airport Rules and Regulations

MANZIE & DRAKE LAND SURVEYINGLEGAL DESCRIPTION

FERNANDINA BEACH MUNICIPAL AIRPORT
PROPOSED GROUND LEASE
JANUARY 21, 2022

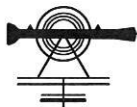
A PORTION OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT NATIONAL GEODETIC SURVEY CONTROL STATION "FERNPORT"; THENCE NORTH 36°38'24" EAST, ALONG A GRID BEARING, A DISTANCE OF 2,394.00 FEET TO NATIONAL GEODETIC SURVEY CONTROL STATION "FERNPORT AZIMUTH MARK"; THENCE NORTH 29°38'24" WEST A DISTANCE OF 1,313.25 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 07°54'09" EAST, A DISTANCE OF 64.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°44'02", AN ARC DISTANCE OF 38.72 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 36°27'52" WEST, A DISTANCE OF 34.96 FEET; THENCE SOUTH 80°49'53" WEST, A DISTANCE OF 123.80 FEET; THENCE NORTH 09°10'07" WEST, A DISTANCE OF 31.97 FEET; THENCE NORTH 80°49'53" EAST, A DISTANCE OF 7.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 15.71 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 35°49'53" EAST, A DISTANCE OF 14.14 FEET; THENCE NORTH 09°10'07" WEST, A DISTANCE OF 46.57 FEET; THENCE NORTH 80°49'53" EAST, A DISTANCE OF 132.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.28 ACRE MORE OR LESS.



MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 14050-6-7



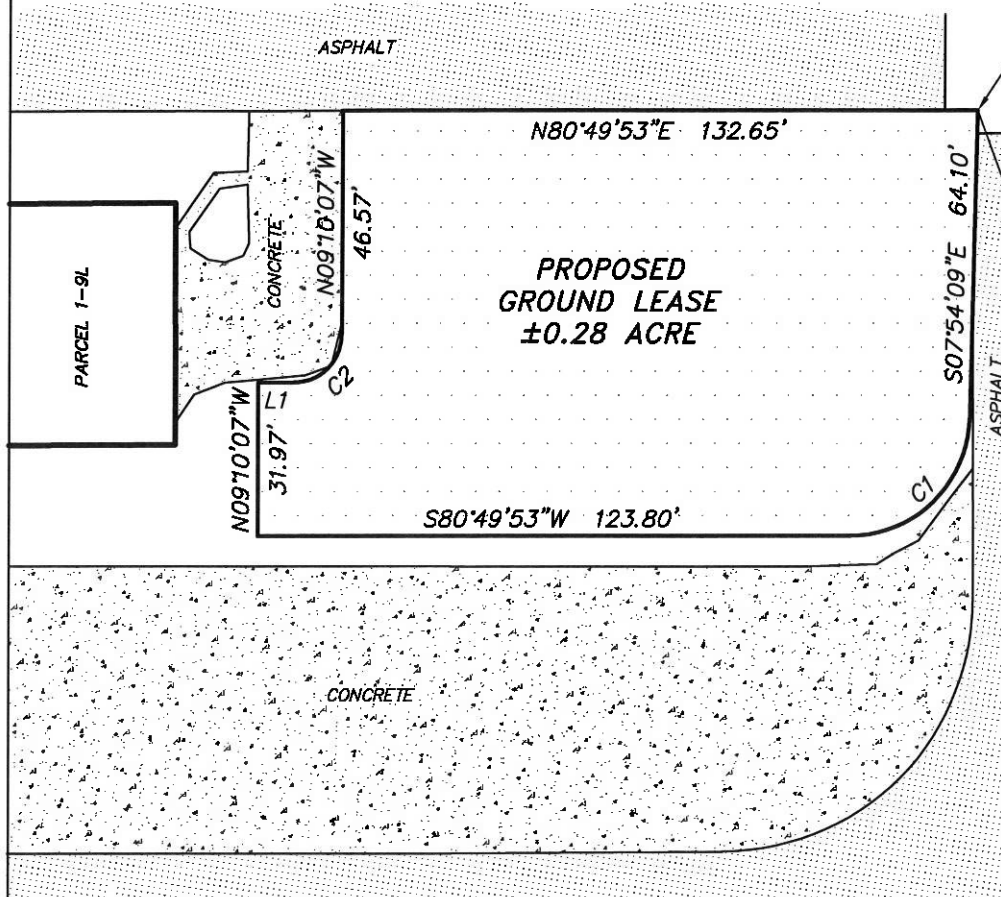
MANZIE & DRAKE LAND SURVEYING

SKETCH OF LEGAL DESCRIPTION



(LEGAL DESCRIPTION ATTACHED)
(THIS IS NOT A BOUNDARY SURVEY)

POINT OF
BEGINNING
PROPOSED GROUND LEASE



GRAPHIC SCALE



(IN FEET) 1 inch = 40 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N80°49'53\"E	7.56'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	38.72'	25.00'	88°44'02\"	S36°27'52\"W	34.96'
C2	15.71'	10.00'	90°00'00\"	N35°49'53\"E	14.14'

2394.00'
N36°38'24\"E
"FERNPORT
AZIMUTH MARK"
GRID NORTHING=2283125.94
GRID EASTING=511163.69

POINT OF REFERENCE

"FERNPORT"
GRID NORTHING=2281204.99
GRID EASTING=509734.99

JOB NO. 14050-6-7

FERNANDINA BEACH MUNICIPAL AIRPORT

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

Original Adoption September 10, 1987

Amended December 18, 2007

Amended October 20, 2009

Amended August 2, 2011

Amended October 7, 2014

Prepared By:
City of Fernandina Beach
700 Airport Road

Fernandina Beach, Florida 32034

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Section 1 – General

1.01 INTRODUCTION

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

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

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

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

1.02 PURPOSE

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

1.03 EXCLUSIVE RIGHTS

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

1.04 STATEMENT OF POLICY

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

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

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

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

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

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

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

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

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

1.05 WAIVER OF MINIMUM STANDARDS

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

1.06 GENERAL REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

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

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

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

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

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

1.07 SUB-LESSEE OR SUBCONTRACTOR REQUIREMENTS

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

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

1.08 INSURANCE REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

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

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

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

Section 2 – Lease Requirements for Commercial Aeronautical Operators

2.01 BUSINESS PLANNING

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

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

2.02 QUALIFICATION AND REQUIREMENTS

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

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

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

2.03 APPLICATION TO PROVIDE ON AIRPORT SERVICES

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

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

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

2.04 ACTION ON APPLICATION FOR COMMERCIAL AERONAUTICAL OPERATORS

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

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

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

2.05 SITE DEVELOPMENT AND CONSTRUCTION STANDARDS

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

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

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

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

Section 3 – Fixed Base Operator (FBO)

3.01 GENERAL

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

3.02 FBO MINIMUM SERVICE LEVEL

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

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

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

3.03 FBO MINIMUM SERVICE STANDARDS

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

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

3.04 LAND AND IMPROVEMENTS REQUIREMENTS

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

3.05 INSURANCE

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

Section 4 – Specialized Aviation Service Operation (SASO)

4.01 GENERAL

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

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

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

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

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

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

Minimum Standards:

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

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

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

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

Minimum Standards:

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

4.04 SASO – FLIGHT TRAINING

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

Minimum Standards:

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

4.05 SASO – AIRCRAFT LEASE/RENTAL

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

Minimum Standards:

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

telephone availability.

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

4.06 SASO – AIRCRAFT CHARTER AND AIR TAXI SERVICE

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

Minimum Standards:

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

SASO services.

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

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

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

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

Minimum Standards:

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

4.08 SASO - AIRCRAFT HANGAR STORAGE

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

Minimum Standards:

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

4.09 SASO – AIRCRAFT MANAGEMENT SERVICES

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

Minimum Standards:

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

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

4.10 SASO – SPECIALIZED COMMERCIAL FLYING SERVICES

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

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

Minimum Standards:

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

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

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

4.11 SASO – INDEPENDENT AERONAUTICAL OPERATOR

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

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

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

Minimum Standards:

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

4.12 SASO – INDEPENDENT SERVICE PROVIDER

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

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

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

Minimum Standards:

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

4.13 SASO – COMMERCIAL PARACHUTING AND SKYDIVING

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

Minimum Standards

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

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

4.14 FLYING CLUBS

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

Minimum Standards:

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

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

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

Appendix A - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

Fernandina Beach Municipal Airport Minimum Standards

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

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

Appendix B – Insurance Requirements for Commercial Aeronautical Operators

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

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

NOTE 2: As applicable

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

NOTE 4: Also include individual jumper liability insurance

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

FERNANDINA BEACH MUNICIPAL AIRPORT

AIRPORT RULES AND REGULATIONS

Initial Adoption October 1, 1987

Amended July 17, 2007

Amended August 21, 2007

Amended September 2, 2008

Amended December 7, 2010

Prepared By:

City of Fernandina Beach

700 Airport Road

Fernandina Beach, Florida 32034

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Introduction

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

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

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

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

Section 1 – General

1.01 COMPLIANCE AND RESPONSIBILITIES:

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

1.02 EMERGENCY PROCEDURES AND DIRECTIVES:

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

1.03 LIABILITY:

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

1.04 FACILITIES AND PROPERTY:

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

1.05 OTHER LAWS:

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

1.06 USE AND ENJOYMENT OF AIRPORT PREMISES:

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

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

1.07 ENTRY UPON AND USE OF AIRPORT:

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

1.08 ACCESS TO THE AIRPORT OPERATIONS AREA:

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

1.09 ANIMALS:

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

1.10 CARGO, MATERIAL STORAGE, AND ABANDONED PROPERTY:

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

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

1.11 FIREARMS AND WEAPONS:

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

1.12 ADVERTISING, COMMERCIAL SPEECH, AND SIGNAGE:

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

Section 2 – Aeronautical Operations

2.01 COMPLIANCE WITH ORDERS:

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

2.02 HOLD HARMLESS:

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

2.03 NEGLIGENT OPERATIONS PROHIBITED:

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

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

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

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

2.05 AIRPORT OPERATIONAL AREA RESTRICTIONS:

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

2.06 AIRCRAFT PARKING:

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

2.07 STARTING AND RUNNING AIRCRAFT ENGINES:

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

2.08 AIRCRAFT OPERATIONS:

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

2.09 REPAIRING AND MAINTAINING AIRCRAFT:

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

Section 3 – Fire, Safety and Environment

3.01 GENERAL:

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

3.02 SMOKING:

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

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

3.03 FIRE EXTINGUISHERS:

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

3.04 OPEN FLAME OPERATIONS:

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

3.05 STORAGE OF MATERIALS:

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

3.06 HAZARDOUS WASTE AND MATERIALS:

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

3.07 DOPING, SPRAY PAINTING, AND PAINT STRIPPING:

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

3.08 SANITATION AND ENVIRONMENTAL POLLUTION:

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

3.09 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM:

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

3.10 HEATING EQUIPMENT:

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

Section 4 – Fueling Operations

4.01 GENERAL:

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

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

4.02 ENGINE OPERATIONS:

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

4.03 STATIC BONDING:

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

4.04 LIABILITY:

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

Section 5 – Motor Vehicles

5.01 GENERAL:

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

5.02 LICENSING AND INSURANCE:

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

5.03 VEHICLE OPERATIONS WITHIN AIRPORT OPERATIONS AREA:

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

5.04 VEHICLES CROSSING TAXIWAYS AND RUNWAYS:

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

5.05 PARKING:

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

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

5.06 REPAIR OF VEHICLES:

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

Section 6 – Conflict Resolution Process

6.01 VIOLATIONS:

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

6.02 APPEAL PROCESS:

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

Appendix A

REFERENCES

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

Code of Federal Regulations – Title 49 Transportation – Current Edition

Aeronautical Information Manual (AIM) - Current Edition

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

FAA Order 5190.6B – Airport Compliance Handbook

City of Fernandina Beach Code of Ordinances

Nassau County Code of Laws and Ordinances

State of Florida Statutes as applicable including:

Chapter 163 – Intergovernmental Programs

Chapters 329-333 – Aviation

Chapter 633 – Fire Prevention and Control

National Fire Prevention Association Codes as applicable including:

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

NFPA Code 407 – Standard for Aircraft Fuel Servicing

NFPA Code 409 – Standard on Aircraft Hangars

NFPA Code 410 – Standard on Aircraft Maintenance

NFPA Code 30 – Flammable and Combustible Liquids Code

State of Florida Administrative Code as applicable including:

Department 9 – Department of Community Affairs

Department 14 – Department of Transportation

Department 17 – Department of Environmental Regulation

Department 62 – Department of Environmental Protection

Fernandina Beach Municipal Airport Minimum Standards for Commercial Activities

Fernandina Beach Municipal Airport Noise Abatement Procedures

Aircraft Owners and Pilots Association (AOPA) - AOPA WATCH

Florida Department of Environmental Protection

State of Florida Aviation System Plan

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

Navy Helicopter Operations MOU

Local Operations MOUs

Appendix B

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fernandina Beach Municipal Airport Rules and Regulations

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

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

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 14TH day of January, 2022, 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 **Hagerty Events, LLC** whose address is **121 Drivers Edge, Traverse City, Michigan 49684** (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 auto events known as "The Amelia" and for certain specific uses of the Airport in conjunction with the events being held on Amelia Island, March 3-6, 2022.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY from February 28 through March 7, 2022 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, plus any applicable sales tax, of \$10,000.00 for use of the parking area located at the eastern end of Runway 9/27 for vehicle parking (Area 2 depicted on Exhibit 1), \$5,000.00 for use of the vehicle and trailer parking area located on Taxiway E (Area 3 depicted on Exhibit 1), and \$5,000.00 for the use of areas adjacent to Airport Road for assembly and vehicle parking (Area 4 depicted on Exhibit 1) from 6 AM until 5 PM on Friday, March 4, 2022. In the event that the area adjacent to Airport Road (described as Area 4 on Exhibit 1) is not available for use on Friday, March 4, 2022, CITY shall offer suitable alternate site for use by USER to conduct an event on Friday, March 4, 2022. If USER, at its sole discretion, does not utilize the alternate site offered by CITY, it shall not pay the \$5,000.00 fee associated with use of the assembly area adjacent to Airport Road (Area 4 depicted on Exhibit 1) described above. 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 auto events known as "The Amelia" (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).
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.

- e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
 - i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
 - j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
 - k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.
 - l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
 - m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.
 - n. USER shall, at all times, enforce and follow current Centers for Disease Control and Prevention (CDC), local, State, and Federal COVID-19 policies and guidelines and physical distancing practices during execution of this event.
5. Force Majeure: Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, riots or civil commotion, labor strikes, interruption or curtailment of transportation or communication facilities, work stoppages, epidemics, or act of government (each a "Force Majeure Event") provided that such party gives the other party written notice that it is unable to perform its obligation promptly upon discovery thereof and uses its commercial best efforts to cure the delay; and further provided that a Force Majeure Event shall delay, waive, or refund any payment outlined hereunder only if and to the extent the Force Majeure Event delays or makes void the payment obligation.
6. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.
7. The addresses for giving notices are as follows:

USER: Hagerty Events, LLC
121 Drivers Edge
Traverse City, MI 49684

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.

HAGERTY EVENTS, LLC

By: 
Timothy Pendergast
Its: Director of Operations

CITY OF FERNANDINA BEACH

By: _____
Dale L. Martin
Its: City Manager

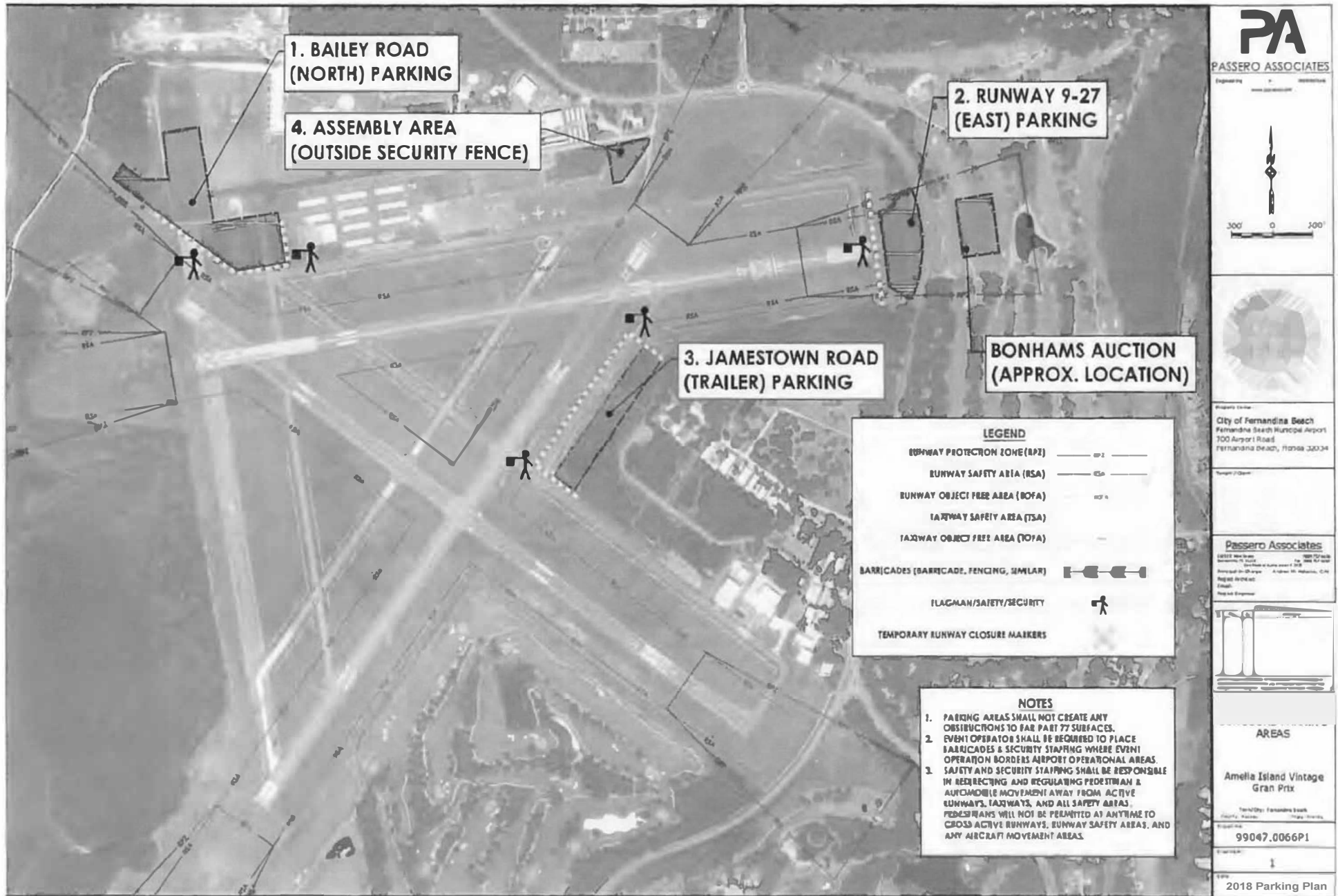
By: _____
Caroline Best
Its: City Clerk

WITNESS:


Print Name: Kathryn Cohen

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
Its: City Attorney



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

This MEMORANDUM OF AGREEMENT (hereinafter called the AGREEMENT) is made and entered into this 19th day of January, 2022, 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 the 2-111th, Aviation REGT AOB, FL Army National Guard whose address is 5629 SR 16 W Bldg. 3582, Starke, FL 32091. (Hereinafter called "FLARNG").

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

WHEREAS, FLARNG 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. FLARNG 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 prior to provision of air traffic control services.
2. FLARNG may conduct Tower Air Traffic Control Operations at the FACILITY on a continuous basis during this period 28 February, 2022 through 7 March, 2022.
3. FLARNG agrees to and shall comply with the following:
 - a. FLARNG shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - b. FLARNG shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - c. FLARNG 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. FLARNG will obtain all required Federal, State, County and City permits including any applicable fees.
 - f. FLARNG shall not undertake any alterations or changes in the construction of the FACILITY premises, without prior written consent of CITY.
 - g. FLARNG 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 FLARNG 30 day written notice of such cancellation.
 - i. FLARNG 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 Michael C. Adler
5629 SR 16 W Bldg. 3582
Starke, FL 32091

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: 2-111th Aviation Battalion

CITY OF FERNANDINA BEACH

By: _____
Michael C. Adler, LTC
Its: Commander

By: _____
Dale L. Martin
Its: City Manager

Employer ID #

By: _____
Caroline Best
Its: City Clerk

WITNESS:

APPROVED AS TO FORM AND LEGALITY:

Print Name: _____

Tammi E. Bach
Its: City Attorney

**JACKSONVILLE TERMINAL RADAR APPROACH CONTROL AND
FERNANDINA BEACH MUNICIPAL AIRPORT TEMPORARY NON-FEDERAL
CONTRACT AIR TRAFFIC CONTROL TOWER
LETTER OF AGREEMENT**

Effective: March 2, 2022

SUBJECT: Authorization for Separation Services and Interfacility Coordination Procedures

1. **PURPOSE:** This agreement between Jacksonville Terminal Radar Approach Control (JAX) and Fernandina Beach Municipal Airport, Temporary Non-Federal Contract, Air Traffic Control Tower (FHB NFCT) establishes coordination and control procedures for providing Air Traffic Control (ATC) services at Fernandina Beach Municipal Airport (FHB). FHB NFCT will exist as an operating Control Tower within Class G Airspace. These procedures are supplementary to those contained in FAA JO 7110.65 and FAA JO 7210.3.

2. **CANCELLATION:** None.

3. **BACKGROUND:** Amelia Island hosts a high profile event called Concours d'Elegance each year. Due to the heavy volume of air traffic at FHB for this event, it is beneficial to establish a temporary tower to expedite air traffic services.

4. **SCOPE:** The procedures and responsibilities in this agreement are applicable to IFR and VFR operations at FHB, when the FHB NFCT is operational. This agreement automatically terminates at 0500z on May 24, 2021, unless otherwise coordinated.

5. **RESPONSIBILITIES:**

a. JAX is responsible for the separation of IFR arrivals and between arrivals and departures, unless visual separation is provided by FHB NFCT.

b. JAX authorizes FHB NFCT to provide visual separation between arrivals and departures in accordance with FAA JO 7110.65, Chapter 7-2-1, paragraphs a1, a2, c, and d.

(1) FHB NFCT must advise JAX if they are unable to provide visual separation at any time.

6. **PROCEDURES:**

a. **Opening/Closing:**

(1) FHB NFCT is a part time facility and will be open the hours specified below:

Wednesday March 2, 2022	1000–1800L
Thursday March 3, 2022	1000–1800L
Friday March 4, 2022	0900–1700L
Saturday March 5, 2022	0900–1700L
Sunday March 6, 2022	0900–1700L
Monday March 7, 2022	0900–1300L

Note—Operating hours may be reduced or extended upon mutual agreement.

- **Opening**—FHB NFCT must advise JAX upon opening each morning. JAX must verbally coordinate the status of any inbound IFR traffic or IFR clearances that have been issued, including information on all TMU initiatives (EDCT/CFR). JAX must relay any known conditions affecting the status of the airport and essential components; i.e., NAVAIDS, weather, NOTAMS concerning the NAS, etc.

- **Closing**—FHB NFCT must verbally coordinate with JAX prior to closing and provide the status of any inbound IFR traffic or IFR clearances that have been issued. FHB NFCT must 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 the NAS, and field conditions.

**JACKSONVILLE TERMINAL RADAR APPROACH CONTROL AND
FERNANDINA BEACH MUNICIPAL AIRPORT TEMPORARY NON-FEDERAL
CONTRACT AIR TRAFFIC CONTROL TOWER**

LETTER OF AGREEMENT

b. General:

(1) FHB NFCT must advise JAX of the active runway, weather, equipment outages, and applicable field condition reports.

(a) JAX will advise FHB NFCT of the approach in use and the last IFR arrival to the current advertised runway.

(b) Use of Runway 4 for arrivals must be limited to times when operationally necessary, i.e. strong winds, due to the proximity of the arrival and departure corridors at Jacksonville International Airport.

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

(3) JAX will not accommodate requests for practice approaches at FHB (IFR or VFR), during times FHB NFCT is operational.

c. Arrivals:

(1) JAX must:

(a) Provide FHBT with arrival information and approach sequence prior to 10 miles from the airport on each IFR aircraft via recorded commercial telephone (904) 277-7220 as follows:

- 1 Aircraft identification.
- 2 Type aircraft.
- 3 ETA at the airport. (See note below)
- 4 Type of instrument approach procedure.
- 5 For aircraft executing a visual/contact approach, the position of the aircraft.

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

(c) Transfer communications to FHB NFCT no less than 5 miles from FHB.

(2) FHB NFCT must:

(a) Not alter the flight path of aircraft cleared for an instrument 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) Notify JAX whenever an unplanned missed approach occurs or an aircraft on an instrument approach conducts an unplanned circling approach.

(c) Forward IFR arrival times or cancellations when requested by JAX.

**JACKSONVILLE TERMINAL RADAR APPROACH CONTROL AND
FERNANDINA BEACH MUNICIPAL AIRPORT TEMPORARY NON-FEDERAL
CONTRACT AIR TRAFFIC CONTROL TOWER**

LETTER OF AGREEMENT

d. Departures:

(1) JAX must:

(a) Provide IFR departure clearance information to FHB NFCT, via recorded commercial telephone (904) 277-7220, as follows:

- 1 Aircraft identification
- 2 Aircraft type
- 3 Transponder code
- 4 Proposed time of departure
- 5 Requested altitude
- 6 Destination airport
- 7 Route of flight, if not as filed
- 8 Traffic Management Unit (TMU) initiatives (EDCT, CFR, or other flow restrictions).

(b) Contact Jacksonville ARTCC TMU to obtain a release time for all aircraft involved in TMU initiatives.

(c) Accept IFR clearance and/or release requests from FHB NFCT and inform aircraft calling JAX for clearance, to contact the FHB NFCT on frequency 119.95.

(2) FHB NFCT must:

(a) Assign all departures; runway heading, climb and maintain 2000 feet, expect requested altitude 10 minutes after departure, and issue the appropriate departure frequency, unless otherwise coordinated.

- 1 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.

(b) Advise JAX when an aircraft involved in a TMU, Call For Release (CFR) program begins taxi for departure, so that JAX can contact TMU to obtain a release time.

Note—This may result in aircraft having to hold on the airport.

(c) Obtain a release, including departure runway, from JAX for all IFR departures via recorded commercial telephone 904-741-0284. If the aircraft has not departed within 3 minutes, the release is void.

(d) Advise VFR departures to remain clear of the Jacksonville Class C airspace and the extended centerline of Runways 8/26 at Jacksonville International Airport.

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

_____ Erwin Beavers Air Traffic Manager Jacksonville ATC Tower	_____ LTC Michael C. Adler Commander, FL Army National Guard Fernandina Temporary ATC Tower	_____ Derreck Boring FAA Air Traffic Representative
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DEPARTMENT OF THE ARMY
FLORIDA ARMY NATIONAL GUARD
2-111TH AVIATION REGIMENT (AOB)
5629 STATE ROAD 16 W., BUILDING 3581
STARKE, FL 32091-9703

REPLY TO
ATTENTION OF

NGFL-BAA-ACD

5 January 2022

MEMORANDUM FOR CITY OF FERNANDINA BEACH, FLORIDA

FROM: 2-111th AVN REGT AOB
5629 W SR 16 Bldg. 3582
Starke, FL 32091

SUBJECT: Self Insurance Statement

1. During the period of 2-7 March 2022, the 2-111th 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 Florida Army National Guard, is a self-insured entity.
2. If at any time a member of the 2-111th 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 Florida 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 Florida 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 CW4 Adam Denny at (904) 682-2023 or LTC Michael C. Adler at (904) 682-2024.

MICHAEL C. ADLER
LTC, AV, FLARNG
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 _____, 2022, 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 **Buccaneer Region SCCA** whose address is 1135 Roebling Road, Bloomingdale, GA 31302 (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY to conduct autocross driving events.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of autocross solo driving events in 2022 on 9 April, 15 May, 4-June, 10-July, and 17 September. **Actual driving event activities shall be conducted between the hours of 9:00AM and 4:00PM (Local Time) on all event dates, except for 17-September when driving event activities shall be conducted between 4:00 PM and 11:00 PM (Local Time). These times do not apply to set up and break down activities.**
2. USER will set up and use the FACILITY on a continuous basis during this period using **the remote pavement area (Closed Runway 18/36) between Runway 9 and Taxiway C**. It is noted that this pavement is not in good condition and USER will be responsible for any damage to its vehicles or personnel.
3. USER shall pay CITY the sum of **\$1,000.00** per event date, plus any applicable sales tax, for use of FACILITY during the period designated, payable in advance of each event date listed in Section 1 of this AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits and be responsible for payment of any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees

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

- i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
- j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
- k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.
- l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
- m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.
- n. USER shall, at all times, enforce and follow current Centers for Disease Control and Prevention (CDC), local, State, and Federal COVID-19 policies and guidelines and physical distancing practices during execution of this event.

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

6. The addresses for giving notices are as follows:

USER: Buccaneer Region SCCA
1135 Roebling Road
Bloomington, GA 31302
ATTN: CRAIG TOMEO

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: BUCCANEER REGION SCCA

CITY OF FERNANDINA BEACH

By: Don Johnson
DON JOHNSON
Its: REGIONAL EXECUTIVE

By: _____
Dale L. Martin
Its: City Manager

SCCA MEMBER # 307521-1
Employer ID #

By: _____
Caroline Best
Its: City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
Its: City Attorney

City of Fernandina Beach Five Year Capital Plan

Department: Airport

[illegible]

							Primary Airports				Non-Primary Airpo	Grand Total						
State	LOCID	Airport Name	City	Svc Lvl	Hub	Role	Primary Entitlements		Cargo Entitlements	Enplanements Allocation	Primary Airports Subtotal	Non-Primary Allocation	Total					
CO	TEX	Telluride	Telluride	CS		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
CO	TAD	Perry	Trinidad	GA		Basic	\$	-	\$	-	\$	-	\$	110,000	\$	110,000		
CO	4V1	Spanish	Walsenbur	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
CO	2V5	Wray	Wray	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
CO	2V6	Yuma	Yuma	GA		Basic	\$	-	\$	-	\$	-	\$	110,000	\$	110,000		
CT	BDR	Igor I	Bridgeport	GA		National	\$	-	\$	-	\$	-	\$	763,000	\$	763,000		
CT	DXR	Danbury	Danbury	R		Regional	\$	-	\$	-	\$	-	\$	295,000	\$	295,000		
CT	LZD	Danielson	Danielson	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
CT	GON	Groton-	Groton	GA		Regional	\$	-	\$	-	\$	-	\$	295,000	\$	295,000		
CT	HFD	Hartford-	Hartford	R		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
CT	MMK	Meriden	Meriden	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
CT	HVN	Tweed-	New Haven	P	N		\$	1,000,000	\$	-	\$	31,683	\$	1,031,683	\$	-	\$	1,031,683
CT	OXC	Waterbury-	Oxford	GA		Regional	\$	-	\$	-	\$	-	\$	295,000	\$	295,000		
CT	4B8	Robertson	Plainville	R		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
CT	IJD	Windham	Willimantic	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
CT	BDL	Bradley	Windsor	P	M		\$	6,353,614	\$	503,976	\$	2,155,147	\$	9,012,737	\$	-	\$	9,012,737
DE	33N	Delaware	Dover/Che	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
DE	GED	Delaware	Georgetow	GA		Regional	\$	-	\$	-	\$	-	\$	295,000	\$	295,000		
DE	ILG	New Castle	Wilmington	R		National	\$	-	\$	-	\$	-	\$	763,000	\$	763,000		
FL	AAF	Apalachicol	Apalachicol	GA		Basic	\$	-	\$	-	\$	-	\$	110,000	\$	110,000		
FL	X06	Arcadia	Arcadia	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
FL	AVO	Avon Park	Avon Park	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
FL	BOW	Bartow	Bartow	GA		Regional	\$	-	\$	-	\$	-	\$	295,000	\$	295,000		
FL	F95	Calhoun	Blountstow	GA		Basic	\$	-	\$	-	\$	-	\$	110,000	\$	110,000		
FL	BCT	Boca Raton	Boca Raton	R		National	\$	-	\$	-	\$	-	\$	763,000	\$	763,000		
FL	1J0	Tri-County	Bonifay	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
FL	BKV	Brooksville-	Brooksville	GA		Regional	\$	-	\$	-	\$	-	\$	295,000	\$	295,000		
FL	CDK	George T	Cedar Key	GA		Basic	\$	-	\$	-	\$	-	\$	110,000	\$	110,000		
FL	CLW	Clearwater	Clearwater	R		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
FL	2IS	Airglades	Clewiston	GA		Basic	\$	-	\$	-	\$	-	\$	110,000	\$	110,000		
FL	CEW	Bob Sikes	Crestview	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
FL	CTY	Cross City	Cross City	GA		Basic	\$	-	\$	-	\$	-	\$	110,000	\$	110,000		
FL	CGC	Crystal	Crystal	GA		Regional	\$	-	\$	-	\$	-	\$	295,000	\$	295,000		
FL	DAB	Daytona	Daytona	P	N		\$	2,688,228	\$	-	\$	220,996	\$	2,909,224	\$	-	\$	2,909,224
FL	54J	Defuniak	De Funiak	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
FL	DED	DeLand	DeLand	GA		Regional	\$	-	\$	-	\$	-	\$	295,000	\$	295,000		
FL	DTS	Destin	Destin	GA		National	\$	-	\$	-	\$	-	\$	763,000	\$	763,000		
FL	X35	Marion	Dunnellon	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
FL	FHB	Fernandina	Fernandina	GA		Local	\$	-	\$	-	\$	-	\$	159,000	\$	159,000		
FL	FLL	Fort	Fort	P	L		\$	20,980,989	\$	162,395	\$	11,640,047	\$	32,783,431	\$	-	\$	32,783,431
FL	FXE	Fort	Fort	CS		National	\$	-	\$	-	\$	-	\$	763,000	\$	763,000		
FL	RSW	Southwest	Fort Myers	P	M		\$	8,074,024	\$	73,685	\$	3,270,721	\$	11,418,430	\$	-	\$	11,418,430
FL	FMY	Page Field	Fort Myers	R		National	\$	-	\$	-	\$	-	\$	763,000	\$	763,000		

FAA

BIPARTISAN INFRASTRUCTURE LAW

FUNDING OVERVIEW



A ONCE-IN-A GENERATION OPPORTUNITY.

- The Bipartisan Infrastructure Law will modernize infrastructure, increase equity in transportation, help fight climate change, strengthen the supply chain, and create jobs.
- FAA funding provided under BIL will:
 - Address the physical condition of the FAA's air traffic control facilities by reducing the sustainment backlog and accelerating the replacement of aging facilities; and
 - Improve safety and efficiency at our nation's airports.



A 5-YEAR, \$25 BILLION INVESTMENT IN THE NATIONS AIR TRANSPORTATION SYSTEM.



\$5B

AIR TRAFFIC FACILITIES

To replace facilities and equipment and improve safety, security, and environmental standards.



\$15B

AIRPORT INFRASTRUCTURE

For airport projects that increase safety and expand capacity.



\$5B

AIRPORT TERMINALS

To replace aging terminals and airport-owned towers, increase terminal energy efficiency and accessibility, and more.



- Provides \$1 billion/yr over 5 years to address the physical condition of the FAA's air traffic control facilities.
 - Reduce the Sustainment Backlog
 - ATC Facilities Replacement
- Year 1 Funding
 - Focus on Sustainment
 - Preparation for ATC Facility Replacement
- Year 2-5 Funding
 - Continued Sustainment
 - ATC Facilities Replacement Ramps Up



OPPORTUNITIES - SUSTAINABILITY

- ATC Facilities Sustainment and Replacement
 - FAA will manage land, energy, and water resources in compliance with relevant environmental and sustainable building mandates.
 - Establish program goals around energy and water resilience and environmental stewardship.
 - Integrate audits into comprehensive energy and water management initiatives to pursue continuous improvement.
 - Increase compliance energy efficiency directives.



OPPORTUNITIES - EQUITY

- FAA ATC Facilities
 - In the first year of funding, we will leverage FAA acquisition programs and contracts with Small and Disadvantaged Businesses to maximize equity and inclusion.
 - We will conduct targeted virtual conferences and educational sessions with Small and Disadvantaged Businesses.
 - Collaborating with organizations to promote inclusion in planned acquisitions and seeking feedback from the public on how to best communicate and solicit interest in opportunities.
 - Our facility replacement plan will include towers and other facilities in rural and underserved communities.



- \$15B Airport Infrastructure Program

AIRPORT INFRASTRUCTURE

\$15B

- Up to \$2.39 billion/yr Primary Airports
 - Allocations for Primary Airports based on existing apportionment formula in Airport Improvement Program (AIP) Statute (passenger traffic and cargo volume)
 - FY22 and FY23 allocation is based on highest enplanements for CY 18, 19 and next full CY (CY20 or CY21 respectively)
 - FY24-FY26 most recent calendar year enplanements.
- Up to \$500 million/yr Non-Primary Airports (i.e. General Aviation)
 - Allocations for Non Primary Airports based on airport role in the NPIAS and is a fixed amount for each role.



AIRPORT INFRASTRUCTURE

\$15B

- \$20 million/yr for competitive grants for tower construction, replacement, or refurbishment to sponsors participating in the FAA Contract Tower Program.
 - There are approximately 80 Airport Owned Contract Towers
- 3% available funding can be used for administrative expenses



AIRPORT INFRASTRUCTURE

\$15B

- Match Requirements
 - Primary and Non-Primary allocations follow AIP local match requirements
 - Contract Tower grants require no local match
- Airport and Project Eligibility
 - Primary airports, certain cargo airports, and most general aviation/commercial service airports that are not primary airports.
 - This funding can be used to fund runways, taxiways, and aprons and other broad efforts like terminal, intermodal projects and roadway projects.



AIRPORT TERMINALS

\$5B

- Discretionary Grant Program
 - Funding for airport terminals and airport-owned air traffic control towers (FAA operated)
 - Approximately 115 control towers are airport-owned
- Competitive
 - Improve airfield safety through terminal relocation
 - Replacing aging facilities
 - Increase capacity and passenger access
 - Encourage competition
 - Improve Energy Efficiency (including LEED accreditation)
 - Expand access for persons with disabilities
 - Improving airport access for historically disadvantaged populations



OPPORTUNITIES – SUSTAINABILITY

- Airport Infrastructure Grants
 - Grant guidance will encourage and competitive grant processes will give priority to projects that:
 - Further Environmental Justice efforts;
 - Reduce air emissions;
 - Reduce noise impacts to the community;
 - Improve energy efficiency; and
 - Address resiliency.
 - At Year 5, unused airport infrastructure grant funding will be made available for competitive grants that meet these objectives.



OPPORTUNITIES – EQUITY

- Airport and Terminal Grant Funding
 - FAA anticipates that enhanced funding availability for multimodal projects (airport-transit connections) will provide more equitable transportation accessibility to the airport.
 - For the Terminal Program, priority consideration will include, among other things, increasing or improving access to passengers, persons with disabilities, and historically disadvantaged populations.
 - Implementing guidance to airports that encourages workforce development and creates more opportunities for Small and Disadvantaged Businesses.
 - FAA will conduct outreach to minority association and groups to make them aware of funding opportunities at airports.



DELIVERABLES

Area	Type	3-month	6-month	1-year	2-Year	5-year
Airport Infrastructure Grants	Formula and Contract Tower Discretionary	Release Airport Formula Allocations	- Publish Implementation Guidance - Issue notice of funding opportunity (NOFO) for Contract Towers	\$3 billion administered	\$6 billion administered	\$15 billion administered
Airport Terminal Program	Discretionary	Issue Notice of Funding Opportunity (NOFO)		\$1 billion administered	\$2 billion administered	\$5 billion administered
Facilities Sustainment and Replacements	Contracts	Provide a spend plan for FY22 allocation of \$1 billion		\$1 billion administered	\$2 billion administered	\$5 billion administered

HIRING

FAA Airports Jobs



With over \$25 billion in the [Bipartisan Infrastructure Law](#) dedicated to improving and expanding America's airport infrastructure, you have a chance to make history.

The FAA's [Office of Airports](#) is growing its diverse team of civil engineers, environmental protection specialists and community planners nationwide and looking for your talents. Learn more below about each role and how to apply.

Civil Engineers	Environmental Protection Specialists	Community Planners
↓ Open Jobs	↓ Open Jobs	↓ Open Jobs
↓ What We Do	↓ What We Do	↓ What We Do
↓ Meet Our Engineers	↓ Meet Our Environmental Protection Specialist	↓ Meet Our Planners

- Program administration will tax an already busy workforce.
- Using all available recruiting tools such as direct hire authorities, national bids, aggressive use of recruiting approaches, and contract support to quickly hire a diverse workforce.



www.faa.gov/bil

United States Department of Transportation

 **Federal Aviation Administration**

About Jobs News

AIRCRAFT AIR TRAFFIC AIRPORTS PILOTS & AIRMEN DATA & RESEARCH REGULATIONS SPACE DRONES

What the Bipartisan Infrastructure Law Means for U.S. Aviation

The Bipartisan Infrastructure Law is a once-in-a-generation investment in America's transportation network. It will modernize infrastructure, increase equity in transportation, help fight climate change, strengthen the supply chain, and create jobs.

Continue reading to learn how the FAA will invest \$25 billion to achieve this.

[SUBSCRIBE FOR THE LATEST UPDATES](#)

BIPARTISAN INFRASTRUCTURE LAW

ROOM NAME	LOCATION	FLOOR	FIN	DR
STARBUCKS NO.1	C-2A	-	S-1	F-1
TRAINING ROOM (C-2B00)	C-2A	-	C-2	R-3
CONF. L-2	C-2	-	S-1	F-1
CLERK'S OFFICE	C-2	-	C-2	F-3
STARBUCKS NO.1	C-2	-	S-1	F-1
CLERK'S RM	C-2	-	C-2	R-2
TOILET	C-2	-	C-2	R-2
CLERK'S OFFICE	C-2	-	C-2	R-3



Thank You

WE ARE
BUILDING A
BETTER AMERICA

Questions?



MEMORANDUM

TO: AIRPORT ADVISORY COMMISSION

FROM: AIRPORT DIRECTOR

DATE: February 10, 2022

RE: MONTHLY REPORT

- On April 20th, the City Commission awarded construction of six new hangar units to Scherer Construction of North Florida. Mobilization and site work commenced in December and the project has an estimated completion of 1 July, 2022. Staff will provide a more detailed update during the upcoming 10 February AAC meeting.
- The FAA grant and associated Passero Work Order for design of the transient aircraft parking apron rehabilitation project was previously approved by the City Commission. Staff has coordinated with Passero Associates for completion of a draft project design, attached to this memo, for submittal to the FAA for preliminary review. Pending FAA concurrence of the design, an invitation to bid will soon be released for this project.
- The public/airport fire station project has been awarded by the City Commission. The awarded contractor is Blackwater Construction Services LLC. Staff is awaiting the scheduling of a preconstruction meeting with the awarded contractor. Following completion of a preconstruction meeting, and issuance of a notice to proceed, I will provide a project schedule to the AAC for awareness. Additionally, airport staff had previously provided a draft ground lease for the fire station to the FAA for review/comment, and has now received comments back from the FAA. Once these comments are resolved/incorporated this draft ground lease will be provided to the AAC for review prior to presentation to the City Commission for consideration.
- An additional grant program providing relief funds to airports, titled the Airport Rescue Grant Program, has been awarded to the Fernandina Beach Municipal Airport in the amount of \$32,000. Staff will be submitting for reimbursement of these funds in early February and the funds will be utilized to offset operational expenses within the current fiscal year.
- The 2021 Fuel Flowage report, showing fuel flowage for all fuel sources at the airport, is now available. In Calendar Year 2021, there were 477,448 gallons of JET-A and AVGAS flowed at FHB. Of this total, 86% of the fuel flowed was JET-A and 14% AVGAS. A comparison of fuel flowage from previous years is below:

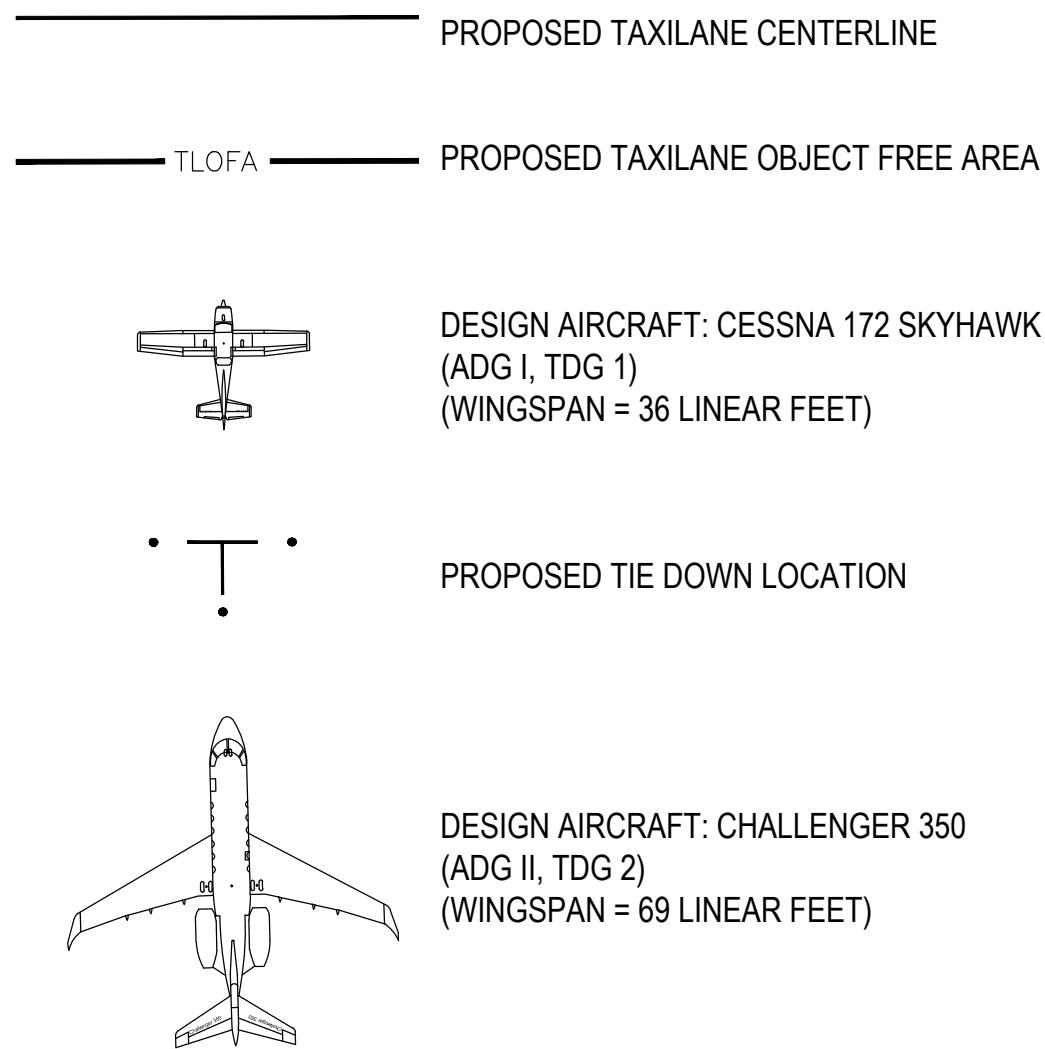
2017: 252,483 gallons
2018: 314,328 gallons
2019: 372,506 gallons
2020: 287,114 gallons (Decrease Attributed to Impacts of COVID-19)
2021: 477,448 gallons

- During the month of January, 2022, there were a total of 3,620 aircraft operations (landings/takeoffs) at FHB. The breakdown for use of runways during this month is as follows:
 - Runway 27: 18%
 - Runway 9: 11%
 - Runway 13: 10%
 - Runway 31: 20%
 - Runway 4: 25%
 - Runway 22: 16%
- Airport staff and volunteers have been working diligently on the annual crack-fill program applying crack-fill to pavement services to extend the life of existing runways and taxiways. **The airport would like to extend a sincere thank you to all of the volunteers who have helped to make this a successful program/process for maintaining paved surfaces at the airport!**
- Some time ago, the airport had preliminary discussions with representatives interested in conducting an event at the airport called the “Balloon Glow Tour” which is a tethered hot air balloon event that takes place in the evening over the course of 3-days. The group had indicated interest in conducting an event at the airport in April of 2022. Airport staff has continued its conversations with this group. Due to scheduling impacts from COVID-19, the group has shifted its request to the weekend of November 4th to hold this event. Once a proposed site plan and draft agreement have been developed, it will be shared with the AAC for review.
- As may be noted by airport tenants, the airport has removed the large bi-fold door from Hangar D (previous FBO hangar/office). This door has begun to require significant maintenance and indication that there may be an issue leading to door malfunctions (cables snapping). Upon further inspection by maintenance technicians, it was noted that the front truss on the building may not be structurally capable of continuing to carry the load of the door. The door has now been removed as staff works with a structural engineer to determine the best path forward for repairing the building and/or door.
- Earlier this year, the airport sign at the entrance to Airport Road has faced structural failures as a result of the age of the sign. The existing sign is “grandfathered” and is larger than what would be authorized under the City Sign Code. Needed repairs to the sign exceed the allowable threshold by City Code, and staff is therefore reviewing renderings and quotes to replace the airport sign with a sign that is in compliance with City Signage requirements.

Attachments:

Draft Transient Parking Apron Design

LEGEND



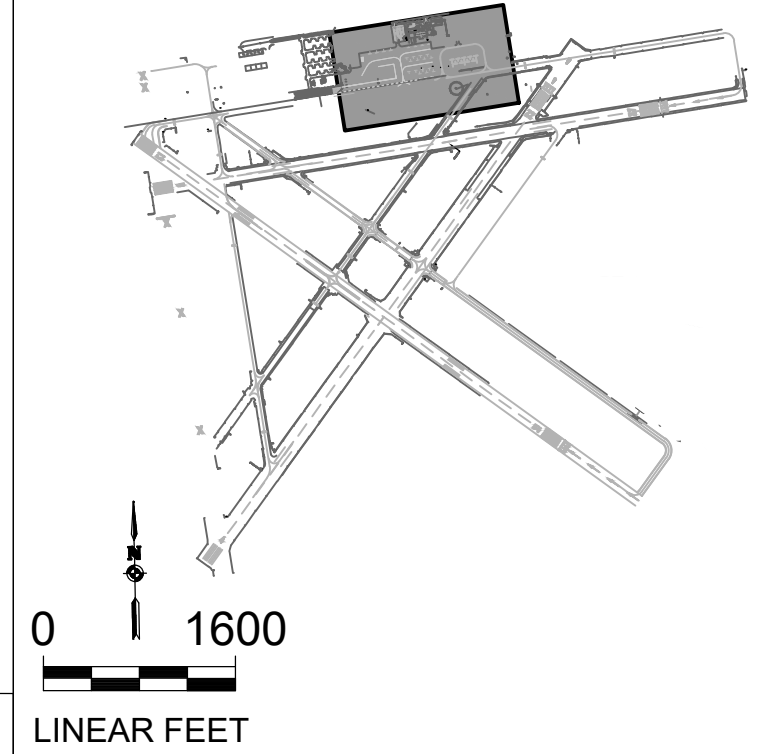
GENERAL WORK SCOPE:

1. PROFILE MILL (3-INCHES OR LESS) OF EXISTING TERMINAL APRON.
2. ASPHALT OVERLAY (3-INCHES OR LESS) OF EXISTING TERMINAL APRON.
3. NEW TAXILANE ALIGNMENT WITH PAVEMENT MARKINGS FOR GUIDANCE.
4. NEW AIRCRAFT TIE-DOWN CONFIGURATION, WHICH WILL REMOVE 2 OF THE EXISTING TIE-DOWN SPACES IN ORDER TO ACCOMMODATE THE PROPOSED TAXI-LANES AS SHOWN.

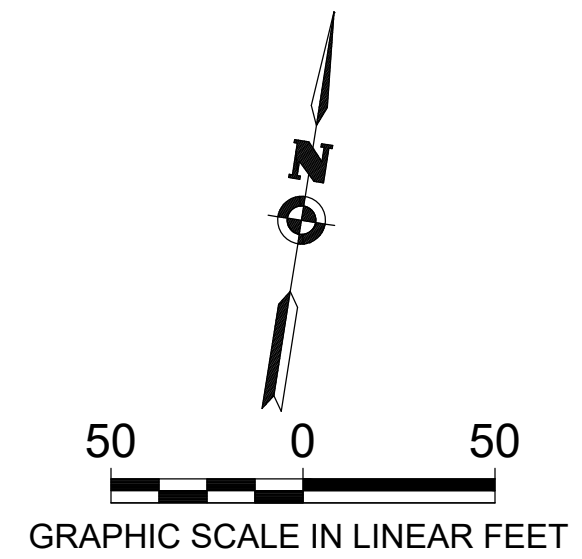
DESIGN PARAMETERS:

1. DESIGN AIRCRAFT FOR MAIN TAXILANE (CHALLENGER 350).
2. DESIGN AIRCRAFT FOR TIE-DOWN AND SECONDARY TAXILANE (CESSNA 172R).
3. TAXILANE OBJECT FREE AREA FORMULA BY AIRCRAFT (U.S. CUSTOMARY UNITS): $TLOFA = (0.6) * (WINGSPAN) + 10$

FHB



KEY MAP



PROPOSED TAXILANE CENTERLINE

TERMINAL BUILDING

7.5 LF TESM
(CHALLENGER 350, TDG 2)

102.8 LF TLOFA
(CHALLENGER 350, TDG 2)

79 LF TLOFA
(TDG 1B)

SHIFTED
(25.3 LF)

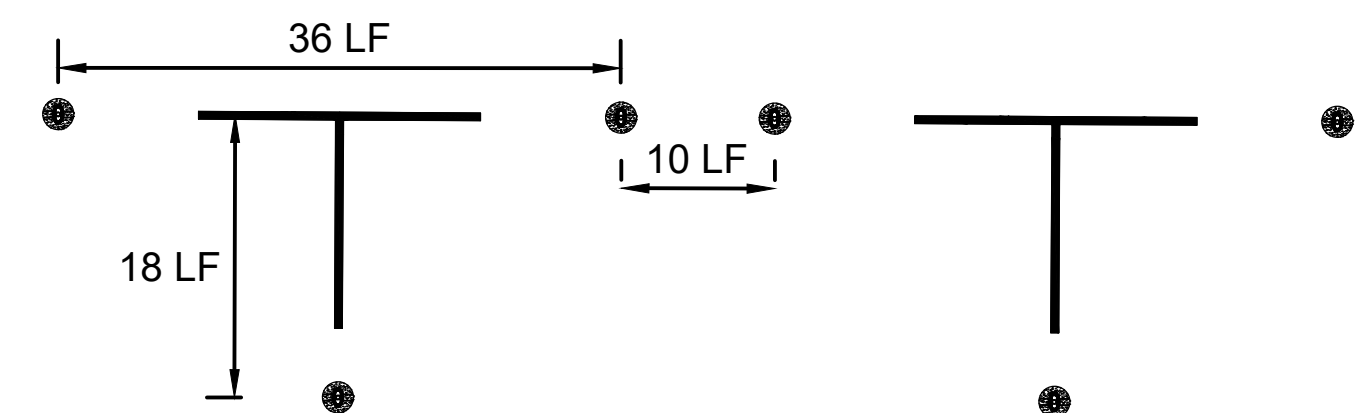
65.5 LF

131 LF TOFA
(CHALLENGER 350, ADG II)

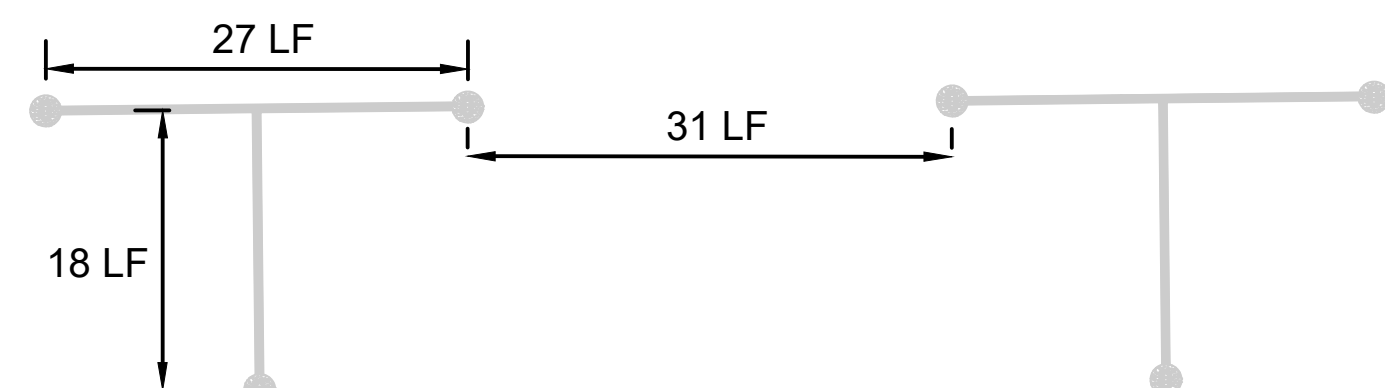
TAXIWAY A

PROPOSED DASHED
TAXIWAY EDGE MARKING

PROPOSED NON-MOVEMENT AREA
BOUNDARY MARKING



PROPOSED TIE-DOWN SPACING



EXISTING TIE-DOWN SPACING

TAXIWAY C



SUBMITTAL TITLE:
30% DRAFT SET
ENGINEER OF RECORD:

NOT
FOR
CONSTRUCTION

OWNER:
FERNANDINA BEACH
MUNICIPALITY



700 AIRPORT ROAD
FERNANDINA BEACH, FLORIDA
32095

PASSERO ASSOCIATES
4730 CASA COLA WAY, SUITE 200
ST. AUGUSTINE, FL 32095
TELEPHONE: (904) 757-6106

PRINCIPAL: BRADLEY J. WENTE, P.E.
PROJECT MANAGER:
PREPARED BY: HARRISON A. KORB, E.I.
WWW.PASSERO.COM

REVISIONS
NO. DATE BY DESCRIPTION OF REVISION

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LOCATION:
FERNANDINA BEACH
MUNICIPAL AIRPORT
(FHB)

CITY: FERNANDINA BEACH
STATE: FLORIDA COUNTRY: U.S.A.

PROJECT TITLE:
TERMINAL APRON
REHABILITATION

PROJECT NUMBER:
99000047.0100

DATE: NOVEMBER 2021

DRAWING TITLE:

PROPOSED
TAXI-LANE
ALIGNMENT

DRAWING NUMBER:

1-3