



AGENDA
AIRPORT ADVISORY COMMISSION
REGULAR MEETING
APRIL 14, 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 Review/Approve February 10, 2022 Regular AAC 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**
 - 7.1 117 Air Control Squadron Facility Use Agreement - Review/Recommendation
 - 7.2 Annual Airport Capital Plan/Programming Updates
 - 7.3 Airport Advisory Commission Vacancy - Review of Applications
 - 7.4 Discussion/Update - Application for Aeronautical Service, World Skydive
- 8. AIRPORT DIRECTOR AND STAFF REPORTS**
 - 8.1 Monthly Airport Director Report
- 9. COMMISSION MEMBER REPORTS/COMMENTS**
- 10. NEXT MEETING DATE**
- 11. ADJOURNMENT**

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

1. **Call to Order:** Vice-Chairperson Colcord called the meeting to order at 6:00 pm.
2. **Members Present:** Chuck Colcord, Prudence Hostetter, Hugh Giggy, Tom Piscitello, Bob Sell, George Haffey, Nathan Coyle (Staff Liaison), Robert Kozakoff (Staff Liaison), and Dave Broughton (Staff).

Members Absent: Doug Geib

Others Present:, Commissioner Chip Ross, James Harkins, Steven Sherman, and Steve Cook.

3. **Pledge of Allegiance**

4. **Approval of Minutes:** The December 9, 2021 meeting minutes were presented for review.

A motion was made by Member Colcord and seconded by Member Giggy to approve the December 9, 2021 Airport Advisory Commission meeting minutes. A vote upon passage was taken by ayes and nays and being all ayes, carried.

Public Comment Regarding Items Not On The Agenda:

Mr. Steven Sherman, 95035 Woodberry Lane, Fernandina Beach – Mr. Sherman expressed concern regarding the impact of airport noise, primarily noise caused by repetitive practice approaches from flight school activity.

Mr. James Harkins, 1942 Springbrook Rd, Fernandina Beach – Mr. Harkins expressed concerns about airport noise but thanked the AAC for their help in this issue.

Mr. Steve Cook, 8030 First Coast Highway, Fernandina Beach – Mr. Cook stated that he considers the sounds at the airport as the “Sound of Freedom”.

Commissioner Ross briefed the AAC on the 2021/2022 General Fund Operating Budget and upcoming budget discussions.

5. **OLD BUSINESS**

5.1. **Monthly Financial Report**

The monthly financial report was presented by Airport Manager Coyle. Mr. Coyle stated that year-to-date revenue and expense were as anticipated.

5.2. **Airport Hanger Construction Project Update**

Airport Manager Coyle provided an update on the status of hangar construction at the airport. Mr. Coyle reviewed change orders that were processed for approval of the City Commission and stated that the estimated completion date for the project is 1 July.

6. NEW BUSINESS

6.1. Southern Timing 5K Run the Runway Event Presentation/Discussion

Jacob Davis, a representative from Southern Timing, briefed the AAC on a proposal to conduct another 5K run on the airport in December of 2022. Within this proposal, Southern Timing is requesting a running route that would close one or, possibly, two of the runways on the morning of the 5K event. Following discussion, the AAC provided a consensus recommendation to support this event. Mr. Coyle stated that he would coordinate a facility use agreement for this event and provide it to the AAC, with a route/event layout, for review and coordination to the City Commission.

6.2. Aeronautical Ground Lease and Site Plan Review – Landmark Construction Management Services, Inc.

Airport Manager Coyle presented the AAC with a proposal for a non-commercial hangar to be constructed on a ground lease at the airport adjacent to the existing “Quonset hut” hangar. AAC members reviewed and discussed the site plan and the proposed ground lease.

A motion was made by Member Hostetter, seconded by Member Haffey, recommending that the City Commission approve the proposed ground lease and site plan as presented to the AAC during the February 10, 2022 AAC meeting. A vote upon passage was taken by ayes and nays and being all ayes, carried.

6.3. 2022 “The Amelia” Facility Use Agreement – Hagerty Events LLC

6.4. 2-111 AOB Annual Temporary Air Traffic Control Services Agreement

Airport Manager Coyle stated that 7.3 and 7.4 could be combined and reviewed simultaneously as they are both related to the upcoming annual auto events in March. There were no comments or questions on the facility use agreement with Hagerty Events LLC. Member Haffey inquired as to what movement areas would be controlled by the 2-111 AOB Temporary Tower, and Mr. Coyle stated that Ground Control would provide service for aircraft movement on all taxiways (excluding taxilanes and aprons) during operating hours.

A motion was made by Member Haffey, seconded by Member Giggy, to recommend approval of the Facility Use Agreements between the City of Fernandina Beach and Hagerty Events LLC (Item 6.3) and the 2-111 AOB (Item 6.4), respectively. A vote upon passage was taken by ayes and nays and being all ayes, carried.

6.5. Buccaneer Region SCCA Annual Facilities Use Agreement

Airport Manager Coyle briefed on the past uses by the SCCA. It was noted that there was little or no negative impact on the Airport or local community.

A motion was made by Member Sell, seconded by Member Haffey to recommend approval of the Facility Use Agreement between Buccaneer Region SCCA and the City of Fernandina Beach. A vote upon passage was taken by ayes and nays and being all ayes, passed.

6.6. Infrastructure Bill Update/Funding Overview

Airport Manager Coyle briefed the AAC on the Infrastructure Bill. He discussed on different ways and time frames that would be most beneficial to the needs of the Airport.

7. Airport Director and Staff Reports.

Manager Coyle provided several updates from the monthly report to include:

1. Transient aircraft parking apron design/construction – Design completion estimated in March with an invitation to bid released in mid-April.
2. Airport/Public Fire Station – Construction contract signed and preliminary project timeline indicating project completion by December of 2022.
3. Mr. Coyle provided a thank you to tenant volunteers that assisted with crack-filling efforts at the airport.
4. The FDOT Inspection was completed in early February and no deficiencies were noted for FHB. Airport Operations Manager Robert Kozakoff was thanked by the AAC for all his hard work related to maintenance of airport property.
5. The disrepair of the FHB entrance sign was noted by member Colcord. Manager Coyle stated that estimates were under review for potential replacement of the sign.

8. Commission Member Reports/ Comments

Member Hostetter noted that the date on the draft of the AOB Annual Temporary Air Traffic Control Service Agreement is currently 2021 and it needs to be changed to 2022. Mr. Coyle stated that he would make that correction. There was no further discussion during the Commissioner Comments period.

9. Next Meeting Date: Thursday, April 14, 2022

10. **Adjournment:** there being no further business to come before the AAC, the meeting was adjourned at 7:27 pm.

Secretary

Chuck Colcord, Vice-Chairperson

AIRPORT 420**AIRPORT
420**

	BUDGET 2021-2022	YTD	Percentage
REVENUES			
33120 FEMA GRANT	-	0.00	100.0%
33220 FAA GRANT	365,125	101,226.00	27.7%
33323 FDOT GRANT	627,326	98,431.04	15.7%
33420 FEMA STATE GRANT	-	0.00	0.0%
34704 RENTALS NON-TAXABLE	-	16.00	100.0%
34720 RENTALS	-	3,641.62	100.0%
34970 FUEL SALES	24,800	17,841.36	71.9%
34971 LEASE PAYMENTS - LAND LEASE	52,372	28,278.50	54.0%
34973 LAND LEASE - AMELIA RIVER	205,960	107,481.30	52.2%
34974 LAND LEASE PAYMENTS - NON-TAXABLE	66,571	37,725.96	56.7%
34975 RENT/LEASE PAYMENTS - City Built	350,000	170,580.49	48.7%
34976 8 FLAGS RENT (TAXABLE)	64,080	56,859.60	49.4%
34978 8 FLAGS RENT - NON-TAXABLE	56,712	2,753.64	
34979 TRANSIENT REVENUE	-	5,599.67	100.0%
36110 INTEREST		7,817.43	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	44,486.51	64.4%
36991 PARKING REVENUE	2,004	634.24	31.6%
36995 LATE FEES	-	2,526.48	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	137,498.00	50.0%
38910 CASH BALANCE FORWARD	693,302		
38410 LOAN PROCEEDS	3,991,000	4,850,000.00	
Revenue Total	<u>6,843,352</u>	<u>5,673,397.84</u>	82.9%

AIRPORT 420

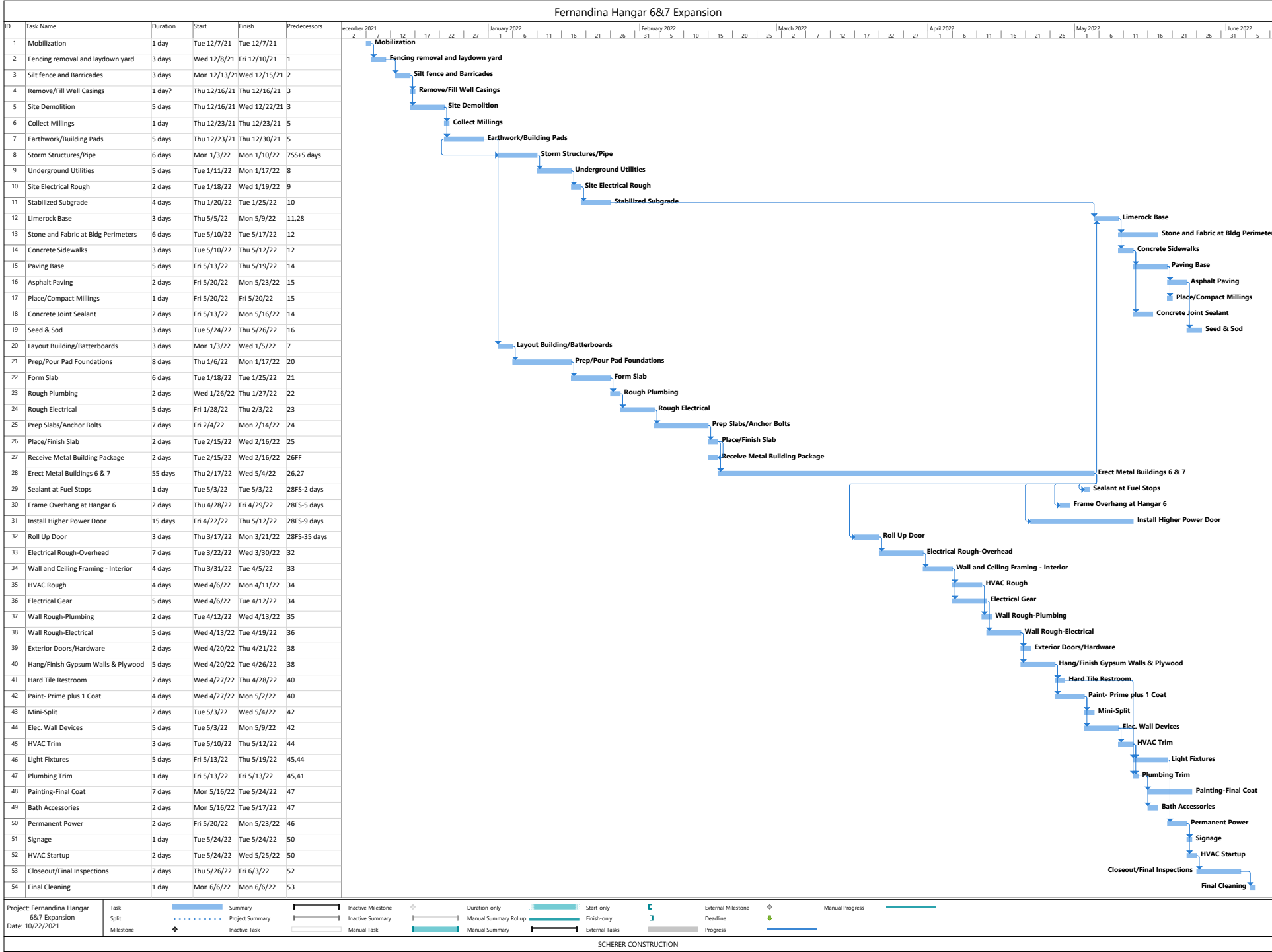
AIRPORT 420

	BUDGET 2021-2022	YTD	Percentage
PERSONNEL SERVICES			
51200 SALARIES	139,064	65,887.29	47.38%
51300 TEMPORARY	-	0.00	
51350 PART TIME	15,080	7,283.18	48.30%
51400 OVERTIME	-	0.00	
52100 FICA	11,792	5,240.88	44.44%
52200 RETIREMENT	29,259	13,862.69	47.38%
52300 HEALTH	28,573	14,072.94	49.25%
52301 LIFE	768	397.62	51.77%
52350 OPEB COSTS	1,756	890.65	50.72%
52400 WORKERS' COMP	1,521	759.00	49.90%
52500 UNEMPLOYMENT			
TOTAL	227,813	108,394.25	47.58%
OPERATING EXPENSES			
53100 PROFESSIONAL SERVICES	25,000	17,748.58	70.99%
53200 AUDIT	7,371	3,687.00	50.02%
53400 CONTRACTUAL	56,618	15,083.18	26.64%
53900 AUTO ALLOWANCE		0.00	
53910 HOUSING ALLOWANCE	-	0.00	
54000 TRAINING/TRAVEL	3,210	0.00	0.00%
54100 COMMUNICATIONS	2,988	1,048.50	35.09%
54101 COMMUNICATIONS - CELL	2,000	611.31	30.57%
54103 COMMUNICATIONS - INTERNET	5,922	1,113.00	18.79%
54200 POSTAGE	100	7.38	7.38%
54300 UTILITIES - ELECTRIC	34,500	8,502.18	24.64%
54310 UTILITIES - WATER & SEWER	12,200	3,658.51	29.99%
54500 INSURANCE	66,499	33,241.00	49.99%
54610 R/M GROUNDS	222,500	65,378.30	29.38%
54620 R/M EQUIPMENT	1,500	1,102.20	73.48%
54630 R/M VEHICLES-LABOR	6,000	622.50	10.38%
54640 R/M VEHICLES-MATERIALS	8,000	673.48	8.42%
54700 PRINTING	650	0.00	0.00%
54800 PROMOTIONAL	5,250	4,619.09	87.98%
54902 BAD DEBT EXPENSE		0.00	
54910 BILLING COST	7,300	3,652.00	50.03%
55100 OFFICE SUPPLIES	2,300	-118.45	-5.15%
55200 OPERATING SUPPLIES	1,115	739.42	66.32%
55210 UNIFORMS	400	124.00	31.00%
55230 FUEL	11,000	5,175.46	47.05%

AIRPORT 420

AIRPORT 420

	BUDGET 2021-2022	YTD	Percentage
55400 BOOKS/SUBS/DUES	525	605.00	115.24%
TOTAL	<u>482,948</u>	<u>167,273.64</u>	34.64%
CAPITAL OUTLAY			
56200 BUILDINGS	-	0.00	
56300 IMPROVEMENTS	5,723,441	793,777.14	13.87%
56400 MACH./EQUIP.	-	0.00	
56401 MACH./EQUIP. Non-CAP	1,000	0.00	0.00%
TOTAL	<u>5,724,441</u>	<u>793,777.14</u>	13.87%
57000 SETTLEMENT EXP		0.00	
57100 PRINCIPAL	204,000	0.00	
57200 INTEREST	135,952	29,037.34	
57300 FINANCING COSTS	50,000	18,199.50	
TOTAL	<u>389,952</u>	<u>47,236.84</u>	
Reserve	-		
Expense Total	<u>22,698</u>	<u>1,116,681.9</u>	16.31%



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 the 117th Air Control Squadron, Georgia Air National Guard whose address is P.O. Box 14160, Savannah, GA 31416 (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 its Annual Field Training Event on airport property shown at Exhibit A to this agreement. USER shall have use of this property to place and utilize its equipment for training purposes on the dates specified below.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above during the period April 26, 2022 through May 13, 2022.
2. USER will set up and use the FACILITY on a continuous basis during this period in the grass field adjacent to Closed Runway 18/36 (between Rwy 9/27 and Twy C) titled as Area 1 of the property description at Exhibit A and in the grass field adjacent to Taxiway E titled as Area 2 of the property description at Exhibit A.
3. USER shall pay CITY the sum of \$150.00 for use of FACILITY during the period designated, payable with returning this signed AGREEMENT. USER shall participate in a foreign object debris (FOD) walk on an airport pavement surface with airport staff for not more than one hour during the time period described above.
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 day-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: 117th Air Control Squadron
P.O. Box 14160
Savannah, GA 31416

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: _____

CITY OF FERNANDINA BEACH

By:
Tabitha Lindqvist
Its: Logistics Planner

By: _____
Dale L. Martin
Its: City Manager

101 _____
Employer ID #

By: _____
Caroline Best
Its: City Clerk

Approved as to Form and Legality:

Tammi E. Bach, City Attorney

Exhibit A – Property Use Description (Area 1)



Exhibit A – Property Description (Area 2)





FHB Airport CIP

Presentation to
Airport
Advisory
Commission
4/14/2022



Agenda

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- ❑ **Mission and Vision**
- ❑ **Project Needs Identification**
- ❑ **Funding Sources**
- ❑ **Project Years and Funding**
- ❑ **Questions**



Airport Mission/Vision

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- ❑ **Mission** – *Fernandina Beach Municipal Airport is a coastal resort, general aviation airport, which is operated, maintained, and preserved for the benefit of the community and airport users.*
- ❑ **Vision** – *The Fernandina Beach Municipal Airport is committed to supporting the economic, environmental, and recreational needs of the community through safe and secure operations and fiscal self-sustainment*



Project Needs

4

- Master Plan/ALP
 - ▣ Chp 9 and Technical Drawings
- Funding Sources
 - ▣ Airport (source)
 - ▣ FAA (source)
 - ▣ FDOT (source)
 - ▣ Other (sources)
- Pavement Management Program (FDOT)
- The JACIP



Funding Sources

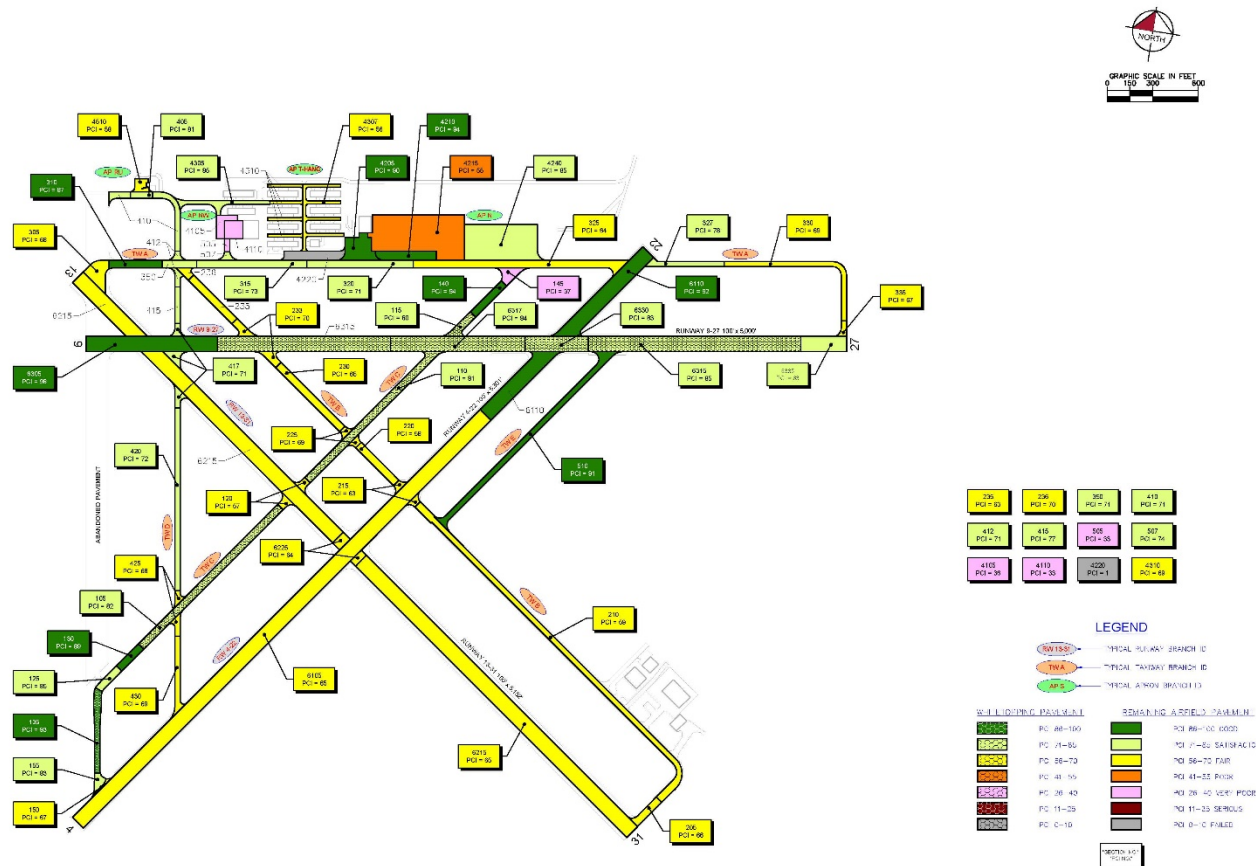
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- ▣ Airport
 - Enterprise Fund (source)
- ▣ FAA
 - Airport Improvement Program (or AIP)
 - 90% funding, minimum \$150K / year
 - ****New Infrastructure BIL - \$159K for 5 Years (\$759K total)**
- ▣ FDOT
 - Aviation Capital Program (\$200M+)
 - 5-50-80-100% funding
- ▣ Other (sources)
 - FL – DEO (Terminal), other

Pavement Management Program

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Online PMP: [ArcGIS Web Application \(fdot.gov\)](https://fdot.gov/arcgis-web-application)



Note: This snapshot is from the 2019 Pavement Management Plan and does not reflect projects completed after 2019 (Runway 4/22).



Current Year CIP Projects

7

□ 2022:

□ New Hangar Construction (6 Units)

- Site work commenced in December 2021
- Project completion estimated by 1 July (anticipating hangar occupancy in July)

□ Transient Aircraft Parking Apron Rehabilitation Design-Phase

- Design Phase Completed
- Invitation to Bid scheduled for release on April 13th with bid opening on May 13th
- Pending bid submittals and FAA construction-phase grant, project start estimated at 1 November, 2022

□ Airport/Public Fire Station Project

- Contract signed/Notice-to-Proceed Issued
- Estimated project completion is December of 2022

Previous Airport 5-Year CIP

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Project	Funding	21-22	22-23	23-24	24-25	25-26	26-27	Total	Airport
Transient Apron Rehab	FAA/FDOT/FHB	113,000	1,400,000					1,513,000	50,000
Fire Station	FDOT/City	1,800,000	3,000,000					4,800,000	0
Hangar Development	FDOT/FHB		150,000	1,725,000				1,875,000	937,500
Twy A Rehab	FAA/FDOT/FHB			150,000	2,106,000			2,256,000	112,800
Taxilanes/Hangar B Rehab	FDOT/FHB				937,500			937,500	187,500
ARFF Vehicle	FDOT/FHB					500,000		500,000	100,000
Rwy 13/31 Rehab	FDOT/FHB					125,000	4,000,000	4,125,000	825,000
Vehicle Replacement	FHB			15,000	35,000	120,000	70,000	240,000	240,000
Twy B Rehab	FAA/FHB					162,290	1,978,460	2,140,000	214,075
								18,386,500	2,666,875

Revised Airport CIP

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Project	Funding	21-22	22-23	23-24	24-25	25-26	26-27	Total	Airport
Transient Apron Rehab	FAA/FDOT/FHB	113,000	1,400,000					1,513,000	50,000
Fire Station	FDOT/City	1,800,000	3,000,000					4,800,000	0
Hangar Development	FDOT/FHB		150,000	1,725,000				1,875,000	937,500
Twy A Rehab	FAA/FDOT/FHB			150,000	2,106,000			2,256,000	112,800
Taxilanes /Hangar B Rehab	FDOT 100%				450,000			450,000	0
ARFF Vehicle	FDOT/FHB					500,000		500,000	100,000
Rwy 13/31 Rehab	FDOT/FHB					125,000	4,000,000	4,125,000	825,000
Vehicle Replacement	FHB			15,000	35,000	120,000	70,000	120,000	120,000
Twy B Rehab	FAA/FHB					162,290	1,978,460	2,140,000	214,075
Taxilanes & Gate 3 Roadway Rehab	FAA/FDOT/FHB	New Infrastructure BIL Funding (\$795K)				100,000	695,000	795,000	15,900
Tractor/Mower Replacement	FDOT 100%				130,000			130,000	0
Stormwater Pipe Lining	FDOT 100%				140,000			130,000	0
	Airport Fund Savings: \$307,500							18,834,000	<u>2,359,375</u>



BIL Competitive Funds

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- FAA Infrastructure BIL Competitive Airport Terminals
 - Replace aging terminals/airport-owned towers, increase energy efficiency, accessibility, and more.
 - Provides 90% of project cost (similar to AIP).
 - FHB has applied for competitive grant in FY23, 24, 25, and 26 to rehabilitate western-portion of airport terminal parking lot.
 - Western portion of parking lot was not rehabilitated during terminal construction in 2018 and the asphalt is at the end of useful life.
 - Project cost estimated is \$175K (includes design/CA). Airport match would be \$17,500.
 - The airport will budget the match in each of the fiscal years in hopes of receiving a grant for this project.



Questions/Discussion

Nathan Coyle

Subject: FW: Online Form Submittal: Advisory Board/Committee Application

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Tuesday, December 14, 2021 12:43 PM

To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>

Subject: Online Form Submittal: Advisory Board/Committee Application

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.

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Wallace (Wynn) Poe, Jr.
Home Mailing Street Address	403 Tarpon Ave, Unit 412
City	Fernandina Beach
Zip Code	32034
Primary Phone	8598020300
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	wynnpoe@outlook.com
Employer	Retired
Position Title	<i>Field not completed.</i>

Business Address	NA
City	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Select the advisory board/committee you are applying for:	Airport Advisory Commission
Additional board that you are applying for:	Airport Advisory Commission
Why are you interested in serving on this Board? Please explain.	I have been part of the Fernandia Beach community since 2008 and now that am fully retired wanted to find a way to give back to our community. I have been part of General Aviation since 1974 with my entire career being in that of aviation from a civilian prospective.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	Purchased in 2008 but full time or nearly so the past three years
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

None

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Retired form as subsidiary of Delta Airlines called Delta Private Jets and the Delta Jet Center. I designed, oversaw the building of and ran the facility as the \$10 million FBO that Delta owns at the CVG airport. I was VP of Business Operation for the operation overseeing several departments in addition to the FBO. Had the pleasure of working with the CVG airport board, Norther KY/Cincinnati International Airport, for nearly two decades. I am an Airline Transport Rated pilot, have been an aircraft owner for the past 38 or so years till just of late. Started flying professionally while in college. Long time member of AOPA, ABS & NBAA.

Organization or Commissioner sponsoring nomination (if applicable):

None

Educational Background: (Check all that apply)

High School

Other:

Three years of college

Major areas of study:

Biology focus/ General Studies

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment

and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?	Yes
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By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date	12/14/2021
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Applicant's Signature	Wynn Poe
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Email not displaying correctly? [View it in your browser.](#)

Nathan Coyle

Subject: FW: Online Form Submittal: Advisory Board/Committee Application

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Friday, April 1, 2022 10:29 PM

To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>

Subject: Online Form Submittal: Advisory Board/Committee Application

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.

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Tom Lockie
Home Mailing Street Address	1980 Burnham Lane
City	Fernandina Beach
Zip Code	32034
Primary Phone	239-821-3416
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	TomLockieBiz@gmail.com
----------------------------------	--

Employer	Retired
----------	---------

Position Title	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Select the advisory board/committee you are applying for:	Airport Advisory Commission
Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	I'm a private aircraft owner and retired airline Captain. I've always been interested in all things aviation and would enjoy the opportunity to give back to my community. I believe my aviation experience and qualifications make me a nice fit for the Commission.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	18 months
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

Board Member, US Air Force Academy Association of Graduates (Alumni Association) - 1 Year

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

- o Leader/Instructor in the cockpit. I developed the necessary communication and training skills to help those around me grow in their professional development
- o Safety Officer
- o Scheduling Officer
- o Executive Officer
- o International Airline Captain
- o Flight Engineer Check Airman
- o Strategic Planning Representative for the Allied Pilots Association
- o President of a small security company focused on personal, home, and business security
- o Managed a diverse group of security specialists
- o Use to speaking to large groups
- o Developed varied conflict resolution skills
- o Spent most of my Air Force and Airline careers leading people
- o Focused on strategic planning
- o Lead team building events for a Division 1 sports team

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

BS/A

Other:

Field not completed.

Major areas of study:

History and Leadership

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

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I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for? Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 4/1/2022

Applicant's Signature Tom Lockie

Email not displaying correctly? [View it in your browser.](#)

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,

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

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

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

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

Grant Assurance 22(h) provides that the sponsor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4). Special handheld radio requirements.

(5). Special procedures and required training.

(6). Seasonal authorization or special permission.

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

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

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

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

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

(12). Weather limitations.

(13). Nighttime limitations.

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

14.9. Sport Pilot Regulations.

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

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

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

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

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

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

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

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

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

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

Mike Doke (904)302-4395

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

Tandem and Sport Skydiving operation according to FAA/FHB

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

Resume Attached

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

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

Will there be any subleasing of building space: No subleasing

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

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

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

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

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

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

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

No Hazardous materials onsite

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

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

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

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

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

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

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

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

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

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

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

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

17. Evidence of a written business plan to include:

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

Attached

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

Attached

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

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

d. Amenities to be provided to attract business.

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

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

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

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

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

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

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

Aviation of North Florida, LLC Balance Sheet

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

World Skydiving Center Business Plan

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

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

MikeDoke

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

EXPERIENCE

Skydive Monroe, Monroe, GA — Videographer

2002 - 2005

Provided skydiving video and photography services

Skydive Atlanta, Thomaston, GA — Tandem Instructor / Videographer

2006

Provided Tandem Instructional Jumps and Skydiving Video and Photography Services

Skydive Space Center, Titusville FL — Tandem Instructor / Videographer

2007

Provided Tandem Instructional Jumps and Skydiving Video and Photography Services

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

2007 - 2015

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

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

2016 - 2017

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

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

2017 - Current

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

Credentials/Ratings

12.000+ Jumps

USPA “PRO” Rating

USPA Coach

USPA AFF Instructor

USPA Tandem Instructor

USPA Tandem Examiner

UPT Tandem Examiner

Strong Tandem Examiner

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

Owner/Operator of (4) Cessna
182 Aircraft

73 x 180 (13140)

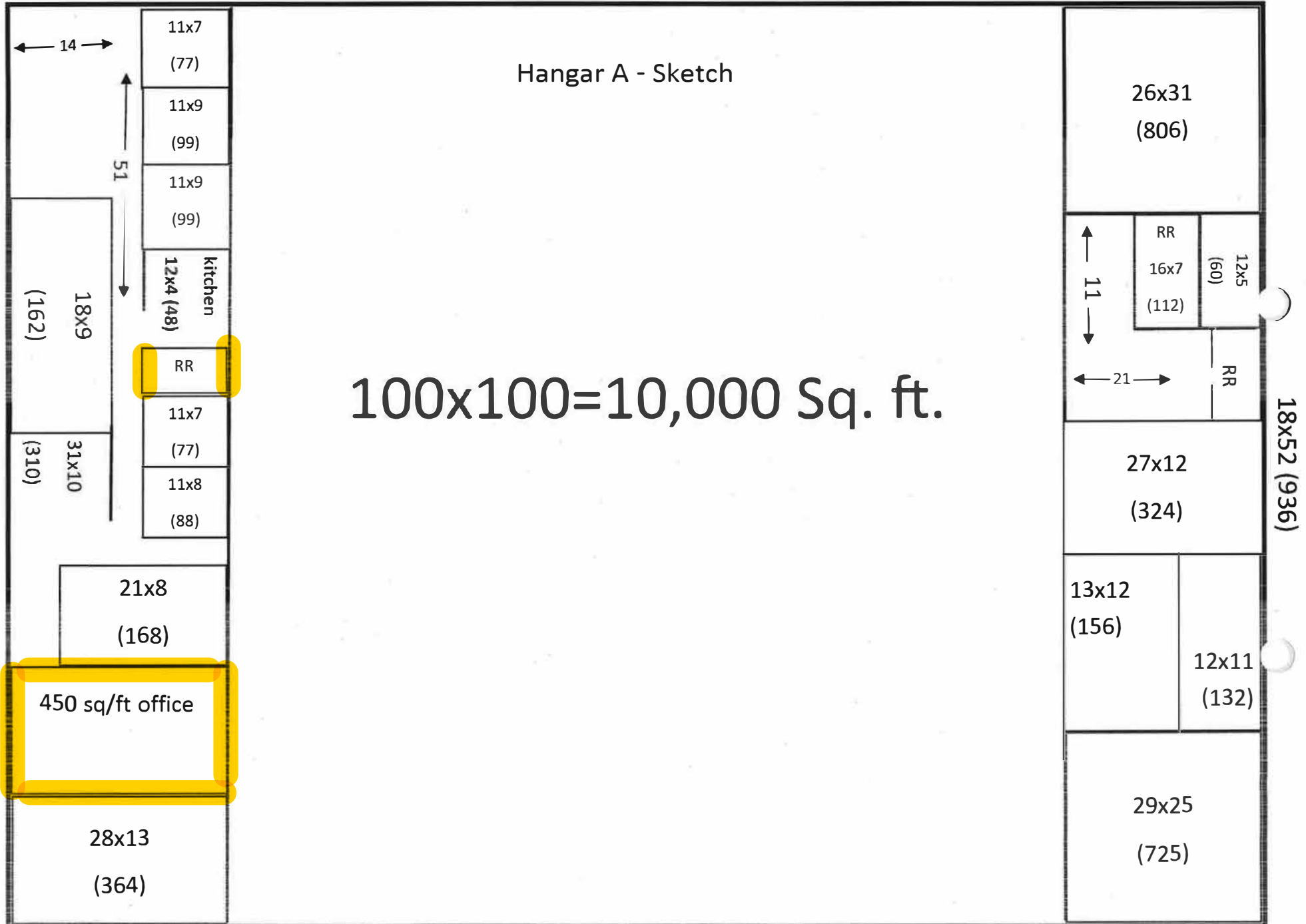
Resolution 2015-31

Exhibit "A"

Hangar A - Sketch

100x100=10,000 Sq. ft.

Parking Lot



72x252 (18144) Taxi B

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

Second Floor

Parachute Packing
Area

74x28

(2072)

100x100=10,000 Sq. ft.

28x98
(2744)

22x26

(572)

Taxi B

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

World Skydiving Center Business Plan

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6. No planned employees will be used at the start of business. Independent Contractors, with proof of credentials, will be used as needed. As WSC grows, the possibility of employees increases and will be used on an as needed basis. WSC will not collect any money from the contractors.
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11. Financial projections for WSC are strong as we are not starting from scratch. We already have existing websites, social media accounts, placement on google, positive online reviews, and an established phone number. We are projecting \$33,000 in sales for the first quarter, and \$150,000 by the end of the first year. We are anticipating to double that by the end of the first year and do \$300,000 in sales by the end of year 2.

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

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

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

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

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

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

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

AGREEMENT

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

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

2.1. The Permittee is authorized to conduct the following nonexclusive use at the Airport: Associated operations to conduct the Permittee's skydive business. The Permittee's operation shall meet or exceed the safety requirements of the United States Parachute Association (USPA), Federal Aviation Regulations Part 105 – Parachute Operations, and related Federal Aviation Administration (FAA) Advisory Circulars. All operations shall comply with all federal, state, and local rules, regulations, and ordinances. Permittee is authorized use of the Airport Drop Zone depicted at Exhibit A to this agreement in the conduct of parachute operations accordance with FAA Part 105 requirements, Fernandina Beach Municipal Airport Minimum Standards, Fernandina Beach Municipal Airport Rules and Regulations, and USPA Basic Safety Requirements as may be amended from time to time.

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

b. Permittee shall pay an annual non-refundable permit fee of \$1,500.00 for use of the Drop Zone in full within ten (10) calendar days following execution of this Agreement and within 10 days of October 1 each subsequent year. The first year's fee shall be pro-rated from the date of execution of this permit until October 1. In the event of early termination of this Permit Agreement, the City will calculate and refund the pro-rated amount of the permit fee to Permittee.

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

2.2. Permittee must provide evidence of insurance as required by the Fernandina Beach Municipal Airport Minimum Standards. Such insurance must name the City as additional insured as primary and non-contributory. Waiver of subrogation in favor of the City must be included. The Permittee agrees that it must conduct its business and render its services in a professional manner consistent with the Airport's Rules and Regulations, Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards), safety requirements of the United States Parachute Association (USPA), industry standards, and sound business practices. Permittee acknowledges that all operating rights and privileges granted herein are non-exclusive. The City for the purpose of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport will, in its sole discretion designate and/or approve the Drop Zone location on the Airport from time to time. The Permittee must obtain all licenses, certificates, permits or other authorization for all governmental authorities having jurisdiction over the Permittee's operations at the Airport.

2.4 Conditions of Permit Approval:

a. Skydiving activity shall be confined to the Parachute Drop Zone designated by the City as shown in Exhibit A to this agreement. The Drop Zone is to be maintained by the Permittee, and any other users of the Drop Zone, to remain free at all times of any

structures, vehicles, debris, and trash. Prior to conducting any parachute operations, Permittee must examine the condition of the Drop Zone to determine if it is in safe condition to use as a landing site. Permittee will at all times, cooperate and coordinate with City prior to and during any maintenance of the Drop Zone.

- b. City shall be responsible for general field mowing of the Drop Zone area shown in Exhibit A to provide for a condition determined to be acceptable at the sole discretion of City. Permittee, and other Drop Zone users, shall have the right at its/their own expense, and in its reasonable discretion, to provide supplemental mowing or other general maintenance services if better conditions are desired.
- c. Permittee must have an approved ground lease or current approved sublease with adequate facility space, as required by the Fernandina Beach Municipal Airport Minimum Standards, as may be amended from time to time, for the conduct of parachute drop zone activities. Failure to maintain a current/valid ground lease or sublease with the Airport will result in immediate termination of this Permit Agreement.
- d. Permittee shall not authorize any customer or employee to travel across runways or taxiways without the express written approval of the Airport Manager or without an escort from Airport Staff.
- e. Permittee shall prepare and submit a standard operating procedure (SOP) to the City outlining parachute operations procedures, control and transport of spectators/participants, and parking of vehicles associated directly or indirectly with parachute operations.
- f. Radio equipment and use requirements shall be consistent with the USPA Skydiver's Information Manual and FAA Regulations. The Common Traffic Frequency for the Fernandina Beach Municipal Airport will be used to announce intentions during all phases of flight and during jumping operations.
- g. Notification of reportable incidents shall be made to the Airport Manager or Airport Staff as soon as reasonably possible, but shall not delay notification of emergency response activity, if necessary. Reportable incidents include a landing of a jumper outside the Parachute Drop Zone, loss of equipment during a jump operation, and any incident or accident incurring damage to aircraft or airport property, and/or any incident or accident requiring medical transport or medical emergency services.
- h. Permittee must maintain a letter of agreement with the Federal Aviation Administration airspace controlling authority at all times for operations affecting controlled airspace. If this letter of agreement is suspended or terminated at any time, Permittee shall suspend parachute operations occurring in controlled airspace until a letter of agreement is re-established, approved by the Federal Aviation Administration, and executed by both parties.
- i. Permittee shall, to the maximum extent possible without hindering safety of flight in the sole discretion of the pilot-in-command of its aircraft, operate its skydive aircraft in accordance with noise abatement voluntary guidelines established by the City

and/or make every reasonable attempt to mitigate the noise impact of its operations to the surrounding community.

- j. Permittee agrees to allow City use of the Drop Zone for special event needs not to exceed five (5) consecutive days per year in conjunction with the annual Amelia Island Concours d'Elegance events at no reimbursement to the Permittee. The City agrees to provide a minimum of thirty (30) calendar days written notice of any such use. The City agrees to work with Permittee to minimize any disruption and repair any damage exceeding normal wear and tear should damage occur.

2.5 Permittee Drop Zone Responsibilities

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

2.6. Prohibited Uses of Airport Property. Storage of boats and other water vehicles, antique, or additional vehicles, motorcycles, ATV's, RV's, campers, or other non-aviation items on the Premises shall not be permitted. Camping on Airport Property must not be permitted.

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

4. Termination. This Permit Agreement shall terminate without any further action upon the expiration of the Permit Agreement which shall be one (1) year from the date of final execution of the Agreement. The Agreement may also be terminated for the following conditions:

- a. Non-payment of the annual permit fee within thirty (30) calendar days of execution of this Permit Agreement

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

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

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

7. Release of Liability. Each parachute jumper and any aircraft passenger shall, prior to being listed on the aircraft's manifest and boarding the aircraft, sign a Release of Liability and Assumption of Risk Agreement ("Release") in a form approved by the Airport Manager, Risk Manager, and/or City Attorney to indemnify and hold harmless the City and each of its Council members, officers, officials, representatives, agents, employees, successors and assigns against all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, losses, and expenses, including attorney fees by the parachute jumper or others, arising from the Permittee's

activities and operations. Each parachute jumper must also acknowledge in the same form or a separate form approved by the Airport Manager, Risk Manager, and City Attorney that the City bears no liability for any loss, injury, death, or damage to persons or property arising from the Permittee's activities and operations whether such loss, injury, or death occurs at the time of the incident or follows as a result of such incident. Completed release forms shall be kept on-file for a date no less than three calendar dates following execution and provided to the Airport Manager or designee upon request. Each calendar year a new Release must be obtained for all jumpers already on-file. Permittee must retain the original of all executed

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

8. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties to this Agreement that the remainder of this Agreement shall not be affected by any such provision.

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

10. Notices. All notices to be provided hereunder shall be delivered to the parties at their addresses stated either by certified mail, return receipt requested, in which case such notice shall be deemed given on the third business day after deposit in the U.S. Mail, or by hand delivery, in which case such notice shall be deemed given upon delivery to the addresses as follows:

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

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

If to Permittee, address to: _____

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

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

"PERMITTEE"

AVIATION OF NORTH FLORIDA, LLC

By: _____
Michael Doke, Managing Member

"CITY"

FERNANDINA BEACH, FLORIDA
a municipal corporation

Dale L. Martin, City Manager

ATTEST:

Caroline Best, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

Tammi E. Bach, City Attorney

Reo 0818-88
cc 8.3.10

**GROUND LEASE AGREEMENT
FOR SKYDIVE AMELIA ISLAND FOR
PROPERTY LOCATED AT
FERNANDINA BEACH MUNICIPAL AIRPORT**

This GROUND LEASE AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this 3rd day of August, 2010, 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 DKL LEISURE LLC, a Florida limited liability company d/b/a Skydive Amelia Island, with authority to do business in the State of Florida, whose address is 551 Airport Road, Fernandina Beach, FL 32034 (hereinafter referred to as the "LESSEE".)

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

WHEREAS, LESSOR desires to make real property available to LESSEE at the Airport for the installation of a modular facility, auto parking, security fencing, and related infrastructure to operate a commercial tandem skydive business.

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

ARTICLE 1 – LEASED PREMISES AND USE OF PREMISES

1.1 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 people. 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 The LESSEE is authorized to conduct the following nonexclusive use at the Airport: Associated operations to conduct the LESSEE's tandem skydive business. The LESSEE's operation shall meet or exceed the safety requirements of the United States Parachute Association (USPA), Federal Aviation Regulations Part 105 – Parachute Operations, and related Federal Aviation Administration (FAA) Advisory Circulars. The LESSEE shall be an affiliated member of USPA. All operations shall comply with all federal, state, and local rules, regulations, and ordinances.

1.3 The LESSEE agrees to conduct tandem skydiving only at the Airport and a maximum of four (4) tandem pair jumpers will be in the air at any one time. Specifically prohibited are solo jumping, instruction jumping, competitions, accelerated free fall jumping and/or any other sky dive discipline of any kind except tandem jumping. The only exception permitted is LESSEE paid tandem jump staff may jump solo only as required to maintain their proficiency under USPA requirements. LESSEE agrees that a maximum of one (1) aircraft to be owned or leased to the LESSEE will be used in the conduct of this tandem skydive business.

1.4 The LESSEE is restricted to the commercial use of the Premises from one hour after sunup to one hour before sundown.

1.5 The LESSEE is permitted no overnight or after business hours use of the Premises or surrounding Airport property by either persons or vehicles to include, but not limited, to camping and storage of vehicles (including disabled vehicles).

1.6 The LESSOR, in addition to this Ground Lease Agreement, grants to the LESSEE first use or priority use of adjoining property to the Premises, in return for capital improvements, for a drop landing zone (hereafter referred to as the "Drop Zone"), subject to LESSEE entering into a twenty (20) year License Agreement with LESSOR with license fee due on or before January 1st of each year, and the right of Airport entry through the LESSOR's maintenance road entrance (Gate 6) or pedestrian walkway entry from the adjoining City recreational facilities to the Premises. The Drop Zone and entry access to the Premises are described and included in Exhibit "B" Overview of Capital Improvements and Drop Zone Area. The LESSEE and LESSOR agree mutually to the following conditions regarding the Drop Zone Area and Airport entry access to the Premises:

a. The LESSOR agrees to assist the LESSEE with the initial preparation of the Drop Zone and Airport entry access to the Premises by providing certain land preparation services as mutually agreed. Once this initial preparation is complete not to exceed thirty (30) days from signing date of this Agreement, the LESSEE will then be fully responsible for all future improvements and maintenance to the described Drop Zone and entry access from the turn off from the Airport maintenance entry road or from the pedestrian walkway gate entry to the Premises at its sole cost and expense. LESSEE's responsibility includes mowing, landscaping, security, monitoring conditions, and making appropriate safety corrections to include, but not limited to, filling holes, replacing landing materials, and controlling wildlife such as fire ants or burrowing animals. The Drop Zone is 215 feet by 300 feet (64,500 square feet).

b. LESSEE agrees to allow LESSOR use of the Drop Zone for special event needs not to exceed five (5) days per year at no reimbursement to the LESSEE. LESSOR agrees to provide a minimum of thirty (30) days written notice of any such use. LESSOR agrees to work with LESSEE to minimize any disruption and repair any damage exceeding normal wear and tear should damage occur.

c. LESSEE agrees to mow and reasonably maintain the approximately ten (10) feet of property from the Premises east boundary to a currently existing chain fence denoting city owned recreational facilities, from the Drop Zone west boundary to the City

maintenance road, from the Drop Zone north boundary to and including any access road, if provided, and from the Drop Zone south boundary to existing Aircraft Operations Area asphalt.

ARTICLE 2 – TERM

2.1 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 The LESSEE may request LESSOR's written approval to extend the Agreement for an additional five (5) years. This may be done twice. Such written notice of request for extension must be given a minimum of one hundred twenty (120) days and no more than two hundred seventy (270) days before the end of each term. Any option for extension of the Agreement 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 be limited to, siding and exterior finish, roofing, 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 be limited to, siding and exterior finish, roofing, 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 be limited to, siding and exterior finish, roofing, 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, 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, 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.

g. At the expiration of the initial twenty (20) year term and any extensions granted by the LESSOR, LESSEE may request a new lease. If LESSOR determines that the lease Premises are not required for other airport uses, the LESSEE has met its obligations under the term of the preceding lease, and the LESSOR finds that a new lease appropriate, the LESSOR may negotiate a new lease. The duration of the new lease shall be at the LESSOR's option.

ARTICLE 3 – RENT, FEES, AND TAXES

3.1 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 Paragraph 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 based on a total ground lease area of 14,000 square feet (70 feet x 200 feet) at a lease rate of .20 cents per square foot per year. Initial annual ground rent shall be \$2,800.00. In consideration of LESSEE costs to properly prepare the adjoining property for use as a drop landing zone and road access to the Premises, the LESSOR shall waive ground rent for a period of eighteen months from the effective date of the Agreement.

b. The annual ground rent shall be converted to equal monthly payments to be made at the rate of \$233.33 per month, which also is subject to applicable sales tax (currently seven percent) \$16.33 for a total of \$249.66 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 rental rate based on change in the Consumer Price Index (CPI) – All Urban Consumers South Urban Region – All Items (base year 1982-84=100), as published by the United States Department of Labor – Bureau of Labor Statistics, an appraisal, market rent study, or other method designated by LESSOR. Such CPI change will be computed each year beginning in 2011 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.

3.2 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.

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

3.4 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.

3.5 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.

ARTICLE 4 – DEVELOPMENT ON THE PREMISES

4.1 LESSEE is hereby granted the nonexclusive privilege to engage in, and LESSEE agrees to engage in, providing and installing an initial modular unit meeting State of Florida Department of Community Affairs (DCA) certification in anticipation to provide a permanent facility, auto parking, security fencing, and related infrastructure on the Premises for a commercial skydive business 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 use of the Premises has not begun within one (1) year of the date of the Agreement, 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 on the Premises other than that specified herein. Included as part of the LESSEE's Premises are:

a. One (1) modular unit up to 27 feet x 56 feet (1,512 square feet) and other improvements on the Premises, including as required storage and/or office space, for the purpose of providing skydive facilities on the Airport and for no other purpose unless approved by the LESSOR in writing. Such facility shall have a minimum of one toilet on the Premises.

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 doing business on the Premises.

c. Security fencing that adequately prevents individuals or vehicles from entering the Airport Operations Area (AOA) as approved by the Airport Manager. Except during LESSEE's business hours LESSEE shall ensure that all Airport entry gates to the Premises remain closed and locked.

d. 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.

e. The LESSEE shall be permitted, at its option, to tie-down one (1) aircraft in near proximity to the Premises and as approved by the LESSOR. Such aircraft must be owned or under written lease to the LESSEE and must be properly certificated and equipped for skydiving. There must at all times be a valid separate Tie-down Rental Agreement with the LESSOR to use approved property in near proximity to the Premises. LESSEE may also, at its option, construct at its sole cost and expense an aircraft parking apron in near proximity to the Premises as designated by the LESSOR, for the purpose of parking and storing its leased or owned aircraft. LESSEE shall have total responsibility for parking, handling, and tie-down of the approved aircraft using such parking area. No structures or fixtures will be allowed on this parking apron

including lighting. Any and all taxi lanes and ramp aprons shall be constructed to adequately permit aircraft and vehicles access to the Premises. Pavement construction shall be of equal or greater strength than that of the existing airport taxi lanes/taxiways/ramp aprons to which it shall abut. The design and construction are subject to review and approval by the LESSOR's Engineer or designee.

f. Suitable pavement markings and lighting shall be installed and maintained by the LESSEE to provide for the orderly and safe movement of 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.

g. 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.

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

i. Any improvements to the adjoining drop landing zone, road access, or pedestrian access to the Premises must have LESSOR approval.

ARTICLE 5 – LESSEE RIGHTS AND OBLIGATIONS

5.1 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.

5.2 Premise Upkeep. The LESSEE shall, at its sole cost and expense, maintain and keep the Premises and all structures upon the Premises to include structural and roofs, 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.

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

5.4 Commercial Activity. LESSEE is permitted to operate commercial aeronautical activities as described in Article 1. LESSEE also hereby agrees to conduct any business operation in compliance with the contents 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.

5.5 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.

5.6 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).

5.7 Equipment and Trade Fixtures. LESSEE will retain title to all of its trade fixtures and equipment and any improvements and property installed by LESSEE during the term of the Agreement. Upon termination of the Agreement or upon removal of trade fixtures and equipment, the LESSEE shall restore the Premises to good condition at its sole cost and expense. Any LESSEE improvements or property installed not removed becomes the property of LESSOR.

5.8 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.

5.9 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. 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.

5.10 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 commercial business and aeronautical

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 9 herein.

5.11 Airport Security. LESSEE has obligation to operate upon its Premises to not undermine the security of the Airport. 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.

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

5.13 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 6 – LESSOR TO MAINTAIN AND OPERATE AIRPORT

6.1 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.

6.2 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.

6.3 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 and not regularly used by LESSEE 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.

6.4 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.

6.5 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.

ARTICLE 7 – INSURANCE AND INDEMNIFICATION

7.1 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, 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 shall obtain and maintain, continuously in effect at all times during the term of the Agreement, at LESSEE's sole expense, for the benefit of itself and LESSOR, as additional insured, aircraft liability insurance, with a Combined Single Limit (CSL) for bodily injury and property damage of not less than One Million (\$1,000,000) Dollars per occurrence with a sub limit of not less than One Hundred Thousand (\$100,000) Dollars per passenger.

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

e. All insurance required to be carried by LESSEE hereunder shall be issued by responsible insurance companies qualified to do business in the State of Florida. 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 Commercial Aeronautical Activities 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. It is the responsibility of LESSEE to keep required insurance in effect and provide such evidence to the City. Failure to provide proof of insurance at any time, to the satisfaction of the City, shall be grounds for termination of the Agreement.

7.2 Indemnification. 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.

7.3 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 8 – PUBLIC USE, FEDERAL GRANTS, AND NON-DISCRIMINATION

8.1 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.

8.2 Nonexclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right. 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 reserves the rights, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to LESSEE. However, LESSOR does covenant and agree that:

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

b. It will not permit the conduct of any aeronautical endeavor or activity at the Airport, except under an approved lease or operating agreement, or as general aviation by the general public.

8.3 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.

ARTICLE 9 – TERMINATION

9.1 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 thirty (30) 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 operation of LESSEE'S 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 upon the filing of a voluntary petition in bankruptcy by LESSEE, including a reorganization plan, a general or other assignment for the benefit of creditors, adjudication as a bankrupt, 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. The License Agreement for the associated Drop Zone shall automatically terminate upon termination or expiration of this Agreement.

9.2 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.

9.3 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, including the modular unit described in Paragraph 4.1.a above, 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.

9.4 Continuing Obligation. LESSEE'S obligations under Paragraph 5.13 and Paragraphs 7.2 and 7.3 of the Agreement shall survive the expiration or termination of the Agreement or any renewal thereof.

ARTICLE 10 – NOTICE

10.1 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: _____

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

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

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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

DKL LEISURE LLC d/b/a Skydive
Amelia Island



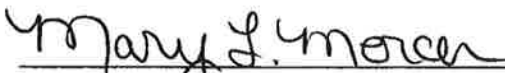
By: Michael J. Czymbor
Its: City Manager



By: Darren A. Lewis
Its: Managing Member

ATTEST:

Witness:



By: Mary L. Mercer
Its: City Clerk



Printed Name: Fran Middleton

APPROVED AS TO FORM:



By: Tammi E. Bach
Its: City Attorney

Attachments

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

Exhibit "B" Overview of Capital Improvements and Drop Zone Area to be provided at sole expense and cost of LESSEE

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

Exhibit "D" Minimum Standards for Commercial Aeronautical Activities

Exhibit "E" Airport Rules and Regulations

SKETCH OF DESCRIPTION

EXHIBIT A
RESOLUTION
2010-

LEGAL DESCRIPTION: DKL LEISURE, LLC DBA SKYDIVE AMELIA ISLAND LEASE PROPERTY

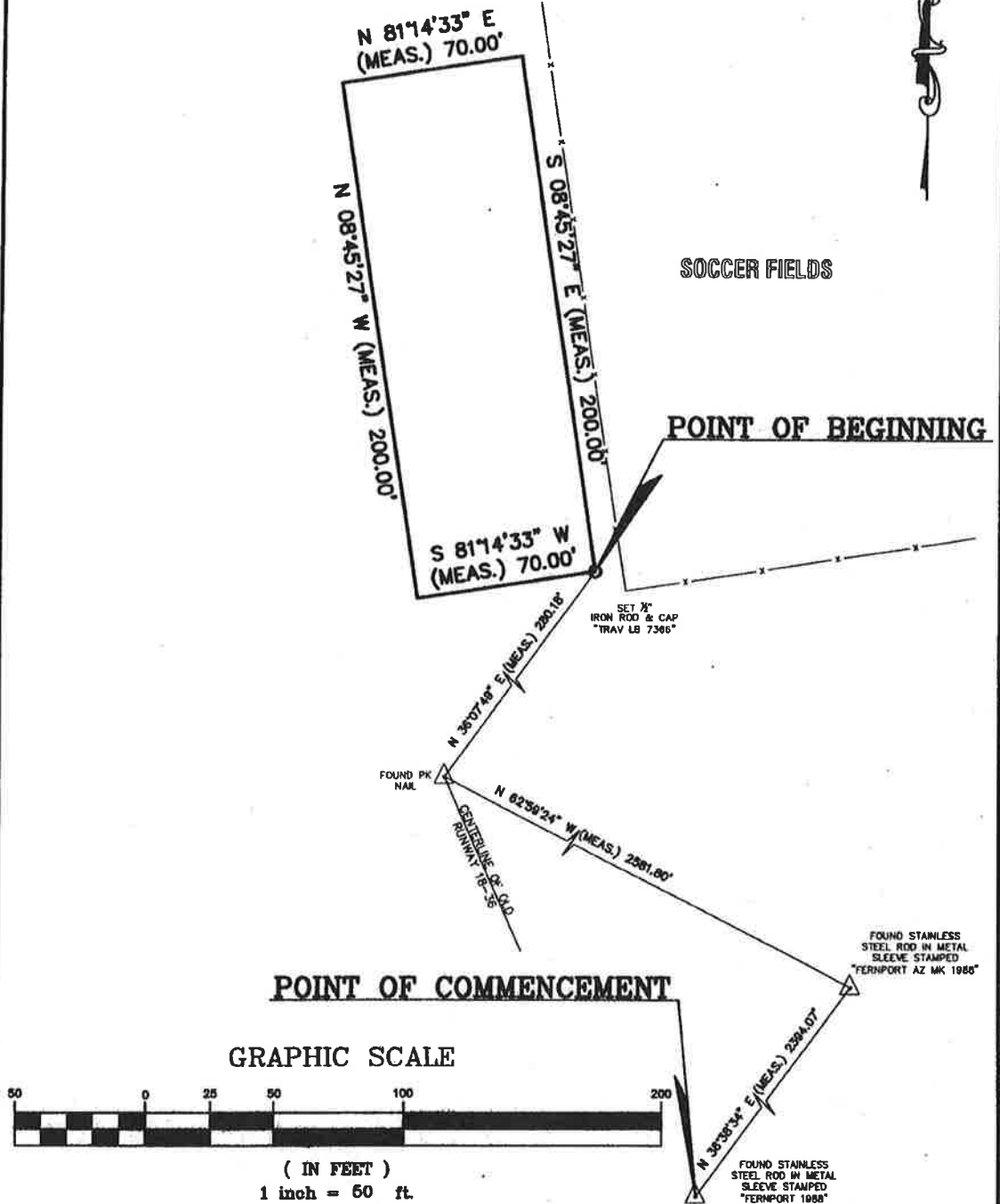
ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A STAINLESS STEEL ROD IN A METAL SLEEVE STAMPED "FERNPORT 1988" AS DESCRIBED IN THE NATIONAL GEODETIC SURVEY DATABASE; THENCE NORTH 38°38'34" EAST, A DISTANCE OF 2384.07 FEET TO A STAINLESS STEEL ROD IN A METAL SLEEVE STAMPED "FERNPORT AZ MK 1988" AS DESCRIBED IN SAID DATABASE; THENCE NORTH 62°59'24" WEST, A DISTANCE OF 2581.00 FEET TO A PK NAIL FOUND IN THE CENTERLINE AT THE NORTH END OF OLD RUNWAY 16-36; THENCE NORTH 36°07'49" EAST, A DISTANCE OF 280.18 FEET TO A 1/2" IRON ROD & CAP SET AND THE POINT OF BEGINNING; THENCE NORTH 81°14'33" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 08°45'27" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 81°14'33" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 08°45'27" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.32 ACRES, MORE OR LESS.

BEARINGS REFER TO THE TRANSVERSE MERCATOR GRID SYSTEM OF THE EAST ZONE OF FLORIDA.

PREPARED FOR:
DKL LEISURE, LLC DBA SKYDIVE AMELIA ISLAND



POINT OF COMMENCEMENT

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

THIS DOES NOT PURPORT TO BE A BOUNDARY SURVEY



OLDE ISLE SURVEYING & MAPPING COMPANY, INC.

85130 Kutono Road, Yulee, FL 32097
(904) 225-0597 • FAX (904) 548-0458
"oldisle@earthlink.net"

Certificate of Authorization Number "LB 7386"

BY: *[Signature]*
REGISTERED SURVEYOR
AND MAPPER CERTIFICATE NO. 5774

SCALE: 1"=60'
DATE: 7/26/10
DWN BY: SWH
CHK BY: SH
JOB NO: 10039
F.B. NO: N/A
PAGE NO: N/A

Skidway Amelia Island Groundwork Measurements

Page 2
Part 1 of 2

(*Plan Not To Scale But Measurements Are Accurate)

RESO.
2010-

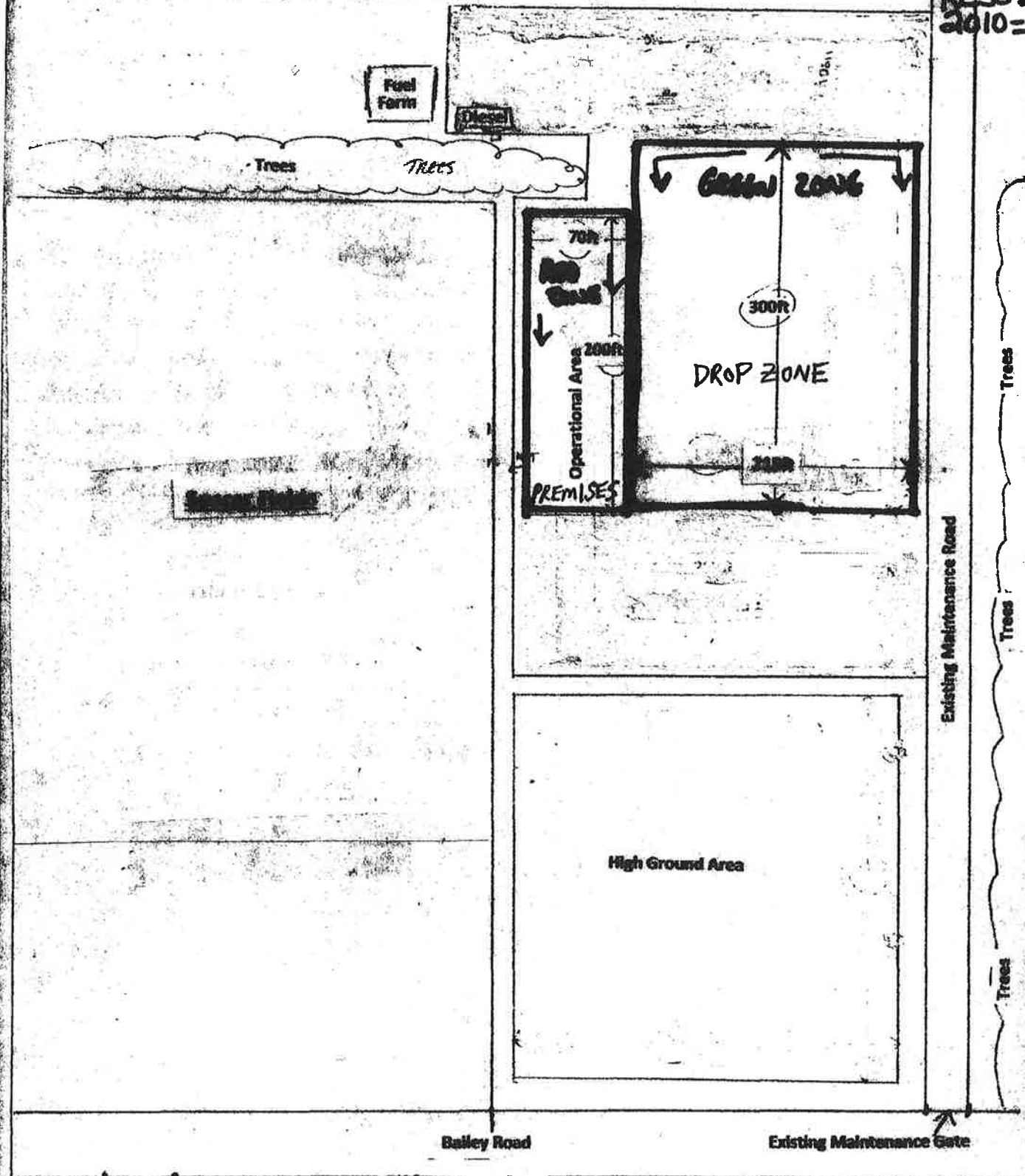


EXHIBIT B

Part 2 of 2
Reso.
2010-

Security Checkpoint

Vehicle Inspection Space
and Direction Posts

To Kennedy Island
Parkway

Skydiving Customers Park Here

(Max. 7 Cars Per Hour)

ADA Car Parking
(2 + 2 Spaces)

Soccer Fields

Disabled Viewing
Area With Benches

Disabled Restrooms

Disabled Restrooms

Soccer Fields (Green Denotes Walkway)

Baseball Fields

ADA Walkway

Trees

Trees

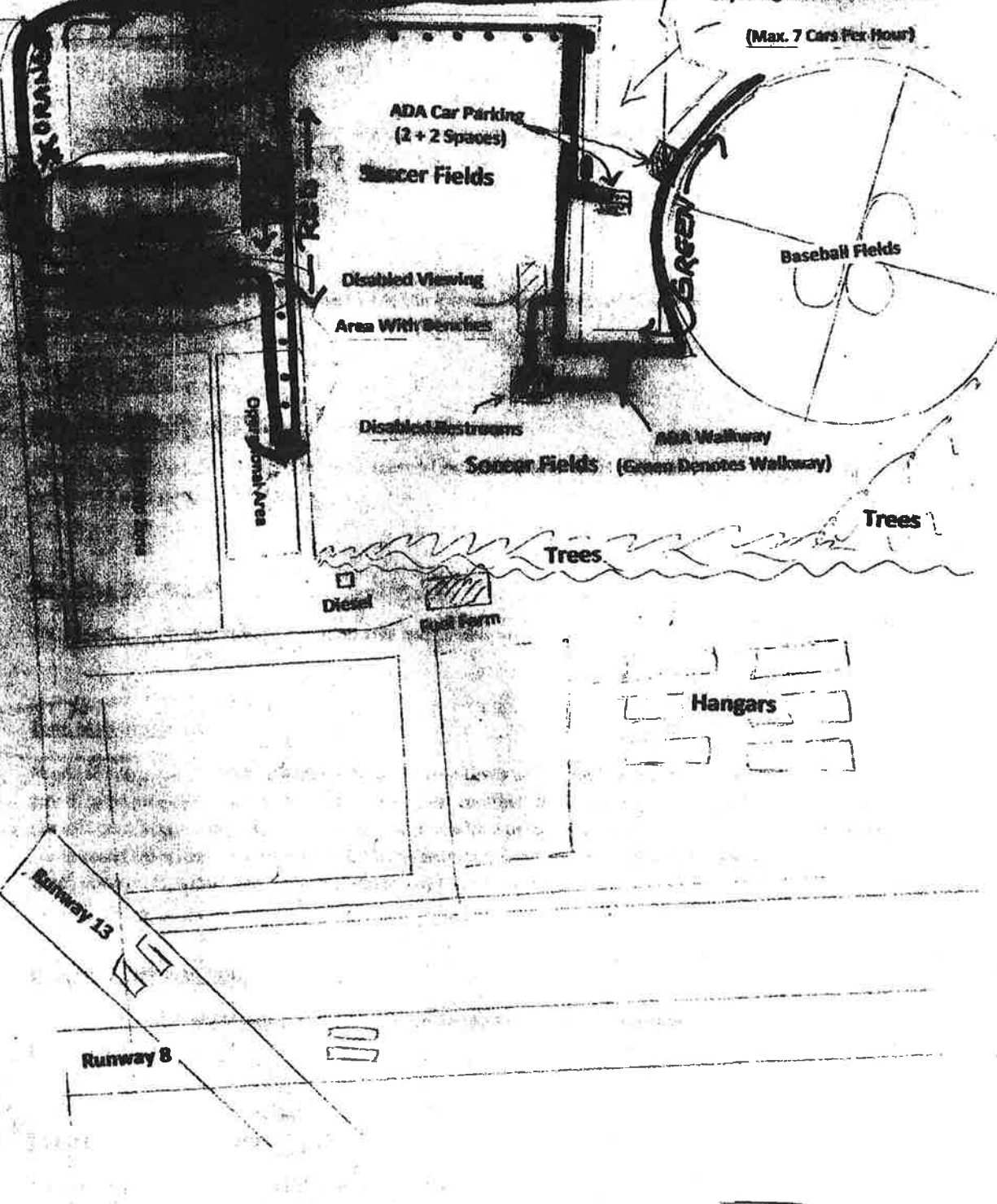
Diesel

Pool Farm

Hangars

Runway 13

Runway 8



Res 2010.81
CC 8.3.10

LICENSE AGREEMENT
FOR SKYDIVE AMELIA ISLAND
TO USE A PORTION OF THE AIRPORT FOR
A DROP LANDING ZONE

This LICENSE AGREEMENT ("Agreement") is entered into on August 3, 2010, by and between DKL LEISURE LLC, a Florida limited liability company d/b/a Skydive Amelia Island, whose principal address is 551 Airport Road, Fernandina Beach, FL 32034 ("Licensee"), and CITY OF FERNANDINA BEACH, a municipal corporation existing under the laws of the State of Florida, whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("City"), with reference to the following facts:

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

WHEREAS, the Licensee wish to occupy and utilize that portion of the Property described on Exhibit "A" attached hereto ("Drop Zone") for the limited purpose of a drop landing zone for skydivers and parachute activities directly related to the business conducted by Licensee on the Property pursuant to that certain Ground Lease Agreement dated August 3, 2010 ("Lease"); and

WHEREAS, the City is willing to allow the Licensee to use a portion of the Property on a concurrent basis with the term of the Lease only, subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. **Recitals, Exhibits.** The foregoing recitals and exhibits attached hereto are hereby incorporated into this Agreement by this reference, and are true and complete.
2. **Limited Permitted Use, Maintenance, Insurance, Licensing, Fees.** The City hereby agrees and consents to allow the Licensee to occupy and utilize a portion of the Property for the limited purpose of a drop landing zone for skydivers and parachute activities directly related to the business conducted by Licensee on the Property pursuant to the Lease; provided, however, that such consent shall constitute a license only, subject to the terms and conditions of this Agreement, and shall not constitute an easement nor give rise to any claim of adverse possession or prescriptive easement by the Licensee. The Licensee hereby waives all rights it may have to make any such claims. Licensee shall pay an annual non-refundable license fee on a twenty (20) year license. The first year license fee is One Thousand Five Hundred Dollars (\$1,500.00) and this first year's license is valid until December 31, 2011. The licensee fee for every year after December 31, 2011 is subject to a three per cent (3%) increase. In no event, however, shall the license fee be less than the previous year's license amount.

Licensee shall provide evidence of insurance as required by the Lease but which also covers the operations associated with the Drop Zone and this Agreement. Such insurance shall name the City as additional insured as primary and non-contributory. Waiver of subrogation in favor of the City shall be included. All other insurance requirements applicable to the Lease shall also apply to this Agreement. The Licensee agrees that it shall conduct its business and render its services in a professional manner consistent with the Airport's Rules and Regulations, Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards), safety requirements of the United States Parachute Association (USPA), industry standards, and sound business practices. Licensee acknowledges that all operating rights and privileges granted are non-exclusive. The City for reason of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport shall, in its sole discretion designate and/or approve the Drop Zone location on the Airport from time to time. The Licensee is fully responsible for preparing and maintaining the Drop Zone and will have first use or priority use of this Drop Zone. Licensee shall obtain all licenses, certificates, permits or other authorization for all governmental authorities having jurisdiction over the Licensee's operations at the Airport.

3. Termination. The Licensee's rights hereunder run concurrently with the twenty (20) year Lease noted above and shall terminate without any further action upon the expiration or termination of the Lease. The Agreement may be terminated for non-payment of the annual license fee. Should the portion of the Property described in Exhibit "A" become unavailable for a Drop Zone due to actions of the City, the City understands and agrees that it will provide Licensee with an alternative location and license agreement for a drop landing zone necessary to Licensee's skydiving business on the Property as long as the Lease is still in effect.

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

5. Release and Indemnification. The Licensee understand, acknowledge, and agree to assume all risks and hazards incidental to the Licensee's use of the Drop Zone as a drop landing zone for skydivers and parachute activities directly related to the business conducted by Licensee on the Property pursuant to the Lease. The Licensee does hereby agree to waive, release, absolve, and covenant not to sue the City, its mayor, commissioners, officers, employees, contractors, consultants, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement and/or the Licensee's use of the Drop Zone as a drop landing zone for skydivers and parachute activities directly related to the business conducted by Licensee on the Property pursuant to the Lease. The Licensee further promise and agree to indemnify, defend and hold harmless the City, its mayor, commissioners, officers, employees, contractors, consultants, representatives, volunteers, attorneys, and agents from and against all liability, claims, and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of this Agreement and/or the Licensee's use of the Drop Zone as a drop landing zone for skydivers and parachute activities directly related to the business conducted by Licensee on the Property pursuant to the Lease. This indemnity agreement

encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the Licensee's use of the Drop Zone as a drop landing zone for skydivers and parachute activities directly related to the business conducted by Licensee on the Property pursuant to the Lease. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, nothing herein shall constitute a waiver of immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

7. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties to this Agreement that the remainder of this Agreement shall not be affected by any such provision.

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

9. Notices. All notices to be provided hereunder shall be delivered to the parties at their addresses stated either by certified mail, return receipt requested, in which case such notice shall be deemed given on the third business day after deposit in the U.S. Mail, or by hand delivery, in which case such notice shall be deemed given upon delivery to the 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

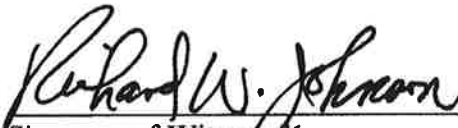
If to LESSEE, address to:

DARREN ANDREW LEWIS
11495 OAK BANK COURT
JACKSONVILLE, FL 32218

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

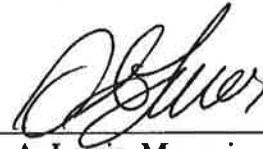
IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

WITNESSES:


Signature of Witness #1
Printed Name: RICHARD W. JOHNSON


Signature of Witness #2
Printed Name: Eian Middleton

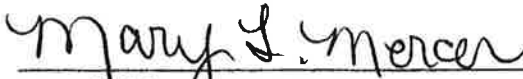
"LICENSEE"
DKL LEISURE LLC

By: 
Darren A. Lewis, Managing Member

"CITY"
FERNANDINA BEACH, FLORIDA
a municipal corporation


Michael J. Czymbor, City Manager

ATTEST:

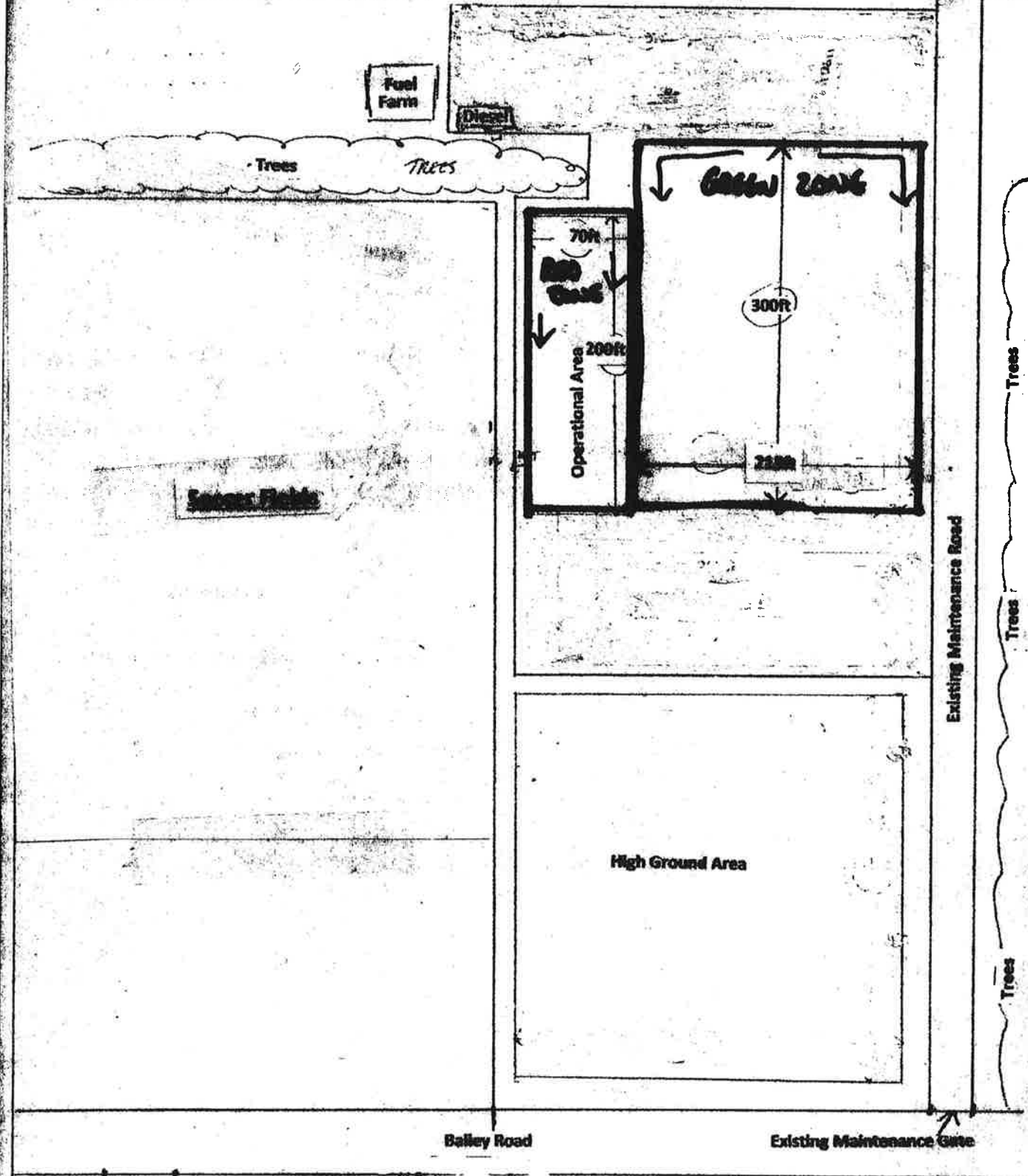

Mary L. Mercer, City Clerk

APPROVED AS TO FORM:


Tammi E. Bach, City Attorney

Skyline Amelia Island Groundwork Measurements **RESOLUTION 2010 -**

(*Plan Not To Scale But Measurements Are Accurate)



Agency
TANDEM PARACHUTE JUMPER AGREEMENT
Release of Liability and Agreement not to Sue

This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, you are agreeing to give up certain legal rights. If you have any questions or require more information regarding this document, please seek professional legal advice.

I AM AWARE THAT PARACHUTE INSTRUCTION AND JUMPING ARE ULTRA HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. () Please initial when read.

I, _____ (student passenger parachutist), hereby acknowledge that I have reached the age of majority as dictated by the State of Florida in which I am making my Tandem jump, and I have voluntarily applied to participate in parachuting instruction and training, culminating in parachute jump at the Fernandina Beach Municipal Airport. In consideration for being permitted to participate in skydiving, parachute jumping, tandem jumping, accelerated freefall instruction, demonstration jumps, water jumps, ground transportation, flying and related activities (hereinafter collectively referred to as "activities covered by this Agreement") conducted by **Agency**, I hereby agree as follows:

1) RELEASE OF LIABILITY. I exempt and release the following persons, corporations, municipal corporations, and organizations: **Agency Corporation**, a Florida limited liability company doing business as **Agency**, the Fernandina Beach Municipal Airport, and its officers, board members, directors and employees, (lessor to insert any additional legal entities as they desire), and all of their instructors, contractors and subcontractors, pilots, riggers, drivers, officers, directors, agents, employees, and members; the owners and manufacturers of the aircraft, motor vehicles, boats, land and equipment utilized for parachuting and related activities, including ground and water transportation associated therewith; and all other landowners, tenants and sponsors of tandem parachute jumps (hereinafter collectively referred to as "Releasees"), from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, while participating in any of the activities covered by this agreement, whether resulting from the negligence or other fault, either reactive or passive, of any of the Releasees, or from any other cause. ()
Please initial when read.

2) ASSUMPTION OF RISK. I understand that I will be performing a parachute jump or jumps in a program pursuant to Federal Aviation Regulations 14 CFR Part 105.45, for tandem parachute jumps by persons wearing a dual harness, dual parachute pack. I understand that parachute jumping is very dangerous and that parachute jumping will expose me to risk of serious personal injury, death and/or property damage. I understand

that the success of my jump depends upon the perfect functioning of the airplane from which I intend to jump and of the parachute system, but that neither the airplane nor the parachute system can be entirely depended upon to function perfectly because of each of them is subject to mechanical malfunction and operator error. For the thrill of participating in this activity, I freely and voluntarily choose to assume all the risks inherent in parachute jumping, including but not limited to risks of equipment malfunction or failure to function which may result from some defect in design or manufacture, or from improper or negligent operation or use of the equipment. () Please initial when read.

3) AGREEMENT NOT TO SUE. I, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns agree never to institute any suit or action at law or otherwise against the Releasees, their officers, representatives, servants, shareholders, suppliers, operators of airlift aircraft, or against the owners or lessees of land upon which the parachute jumping and related aircraft operations are conducted, nor to initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs, next of kin, distributees, executors, administrators or assigns hereafter may have by reason of death or injury to my person or to my property arising from the activities contemplated by this Agreement which I ever had or may have in the future. () Please initial when read.

4) INDEMNITY AGAINST CLAIMS. I hereby agree that, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns will indemnify, save and hold harmless the Releasees, their officers, directors, agents, representatives, servants, employees, and shareholders, suppliers, and operators of airlift aircraft as well as the owners and lessees of land upon which these activities are conducted from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any persons or organizations arising directly or indirectly from my parachute jumping. () Please initial when read.

5) DAMAGES, ATTORNEY'S FEES AND COSTS. Should any suit or action at law or otherwise be instituted in violation of this Agreement against any of the Releasees, organizations and/or persons described herein, I, on behalf of myself, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns, agree that such organizations and/or persons shall be entitled to recover, in addition to any other damages which may be incurred in the defense of such action, including any appeals there from. () Please initial when read.

6) VALIDITY OF AGREEMENT. If I institute, or if anyone on my behalf institutes, any lawsuit, cause of action or claim for damages against any of the Releasees because of injury to my person or property, or my death, as a result of my participation in the activities covered by this Agreement, I understand that this Agreement can and will be used in court, and that agreements like this one have been upheld by courts in similar circumstances. () Please initial when read.

7) NO INSURANCE AVAILABLE. I understand that the activities covered by this Agreement are not covered by any accident or liability insurance policy issued to any of the Releasees. () Please initial when read.

8) GROUND TRANSPORTATION NOT MANDATORY. I understand that my use of ground transportation provided by the Releasees between the landing area and the airport is not mandatory, and that I may walk or provide my own transportation if I choose to do so. (_____) Please initial when read.

9) WAIVER OF JURY TRIAL/APPLICABLE LAW/VENUE/ARBITRATION. I agree that the law of the State of Florida shall apply to issues involving the construction, interpretation, and validity of this Agreement, and that Florida law shall govern any dispute between the parties arising from the activities covered by this Agreement. In the event this Agreement is violated by bringing a lawsuit or claim against any of the organizations and/or persons described herein, I waive my right to a jury trial, and agree that the Circuit Court of Nassau County, Florida shall be the sole venue for any suit or action arising from the activities covered by this Agreement, to which jurisdiction I, on behalf of myself, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns, agree to submit. I further agree that the Releasees, in their sole discretion, may compel me, my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns to submit said claim to arbitration in accordance with the Arbitration Rules of the American Arbitration Association. (_____) Please initial when read.

10) LIMITATION OF WARRANTY. The Releasees warrant that the equipment provided for skydiving/parachuting activities has been previously used for skydiving/parachuting activities. This warranty is the only warranty made and is made in lieu of any other warranties, express or implied, including, but not limited to, warranty of merchantability or fitness for a particular purpose. I understand and accept this limitation of warranty. (_____) Please initial when read.

11) SEVERABILITY OF PROVISIONS. I agree that this Agreement I intended to be as broad and inclusive as permitted by the laws of the State of Florida and if any portions of this Agreement are found to be unenforceable or against public policy, that only those portions shall fail, and I agree to be bound to the remainder of the Agreement. I specifically waive any unenforceability or public policy argument that I could make or could be made on behalf of my estate or by anyone who would sue the Releasees as a result of my participation in the activities covered by this Agreement. (_____) Please initial when read.

12) CONTINUATION OF OBLIGATIONS. I agree and acknowledge that the terms and conditions or the foregoing ASSUMPTION OF RISK, RELEASE OF LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST CLAIMS shall continue in full force and effect now and in the future at all times during which I participate either directly or indirectly in parachute jumping and shall be binding upon my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns of my estate. (_____) Please initial when read.

13) REPRESENTATIONS AND WARRANTIES. I represent and warrant that (a) I have no physical infirmity or chronic ailment, except those listed below, am not under

treatment for any physical infirmity or chronic ailment or injury of any nature, and have never been treated for the following: Cardiac/pulmonary conditions or disease, diabetes, high or low blood pressure, fainting spells, seizures or convulsions, nervous system disorder, kidney or related diseases, shortness of breath, hearing loss or impairment. (b) I am not taking any medication of any kind. I have not taken any alcoholic beverages or drugs within the last twelve hours. I have not been scuba diving within the last 24 hours.

(c) I **DO** **DO NOT** (circle one) wear corrective lenses. (_____) **Please initial when read.**

List infirmities. If none, then state "NONE".

14) WAIVER OF RIGHTS. I understand that signing this document surrenders important legal rights for me, and my heirs, next of kin, distributees, executors, administrators, guardians, legal representatives and assigns, and that I intend to do so. (_____) **Please initial when read.**

15) RULES AND CONDITIONS. I accept that all rules and conditions are subject to change without notice.

16) TRAINING. I represent and warrant that I have been thoroughly and completely trained in all activities contemplated by this Agreement. (_____) **Please initial when read.**

17) ENTIRE AGREEMENT. I understand this Release contains the entire agreement between parties to this agreement and the terms of this release are contractual and not a mere recital. (_____) **Please initial when read.**

I HAVE FULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THIS RELEASE OF LIABILITY AND CONTRACT, AND I HAVE SIGNED IT OF MY OWN FREE WILL this _____ day of _____(month), _____(year) at Agency, Fernandina Beach, Florida.

Signature: 	Print Full Name:
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Street Address:		Telephone with Country or area codes: Home: Cell/Other:		
City:		State/Prov.		Postal Code/Zip
Country				
Date of Birth:	Sex: M F	Jumped Before?	Height:	Weight:
Email Address: <i>(We will not distribute outside Skydive City)</i>			What is your occupation?	
In case of emergency, contact:			Relationship:	Telephone:
Witness: (Agency will sign below)				
Sign: _____ Date: ____/____/____ Title: _____				



MEMORANDUM

TO: AIRPORT ADVISORY COMMISSION

FROM: AIRPORT MANAGER

DATE: April 14, 2022

RE: MONTHLY REPORT

- On April 20th, the City Commission awarded construction of six new hangar units to Scherer Construction of North Florida. Building materials/steel arrived in mid-February and building erection commenced during the first week of March. Estimated completion is 1 July, 2022.
- The design work for rehabilitation of a portion of the transient aircraft parking apron is complete. The invitation to bid will be released on April 13th with a bid opening scheduled for May 13th. The proposed start-date, contingent upon bid submittals and FAA grant funding, is 1 November with a 105-day contract time. The design for this project has previously been reviewed by the Airport Advisory Commission.
- The public/airport fire station project has been awarded by the City Commission. The awarded contractor is Blackwater Construction Services LLC. A notice to proceed has been issued and a tentative timeline, that will likely be updated as the project moves along, estimates project completion in December of 2022. As a reminder, the FDOT has programmed \$575,000 in grant funding for the airport/aviation component of the building and airport-associated components of this project.
- 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. These funds have been received and airport staff has submitted a grant closeout request for this grant.
- During the February AAC meeting, the AAC reviewed a proposed design and ground lease for construction of a private 3,500 square foot hangar on airport property adjacent to the "Quonset hut" hangar. The proposer, Mr. Joe Bittaker, has received City Technical Review Committee approval for the design, and the ground lease is scheduled for presentation to the City Commission during the April 19th Commission meeting.

- Airport staff has completed its annual programming discussions with the FAA and FDOT regarding the airport's 5-year CIP. Staff will provide an update to the AAC during the April meeting on proposed revisions to the CIP following these discussions. The noteworthy discussion during this year's discussions revolved around the new FAA Infrastructure BIL funding that will provide FHB an allocated \$159,000 over 5-years which can be spent on multiple projects or combined on a single project with a standard 10% matching requirement. FHB also has submitted for consideration under a competitive BIL program with eligibility for "terminal" related projects to rehabilitate the western-portion of the terminal public vehicle parking lot, which was not resurfaced when the terminal was constructed in 2018.
- Staff has been in preliminary discussions with the lessee of FHB Hangars LLC, which recently constructed a row-hangar with three units Northwest of Hangar B. A second-phase parcel was included in this ground lease directly West of Hangar B, and the lessee has begun design work for anticipated construction on this parcel as authorized under the original ground lease. Once a proposed design for use of this parcel is received, it will be shared with the AAC.
- During the month of March, 2022, there were a total of 3,242 aircraft operations (landings/takeoffs) at FHB reported using ADS-B and transponders. The breakdown for use of runways during this month is as follows:
 - Runway 27: 10%
 - Runway 9: 5%
 - Runway 13: 30%
 - Runway 31: 15%
 - Runway 4: 25%
 - Runway 22: 15%