



**AGENDA
AIRPORT ADVISORY COMMISSION
REGULAR MEETING
JUNE 8, 2023
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 Regular AAC Meeting Minutes - April 13, 2023
- 5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
- 6. AIRPORT DIRECTOR AND STAFF REPORTS**
 - 6.1 Introduction of Airport Director Sam Carver
- 7. NEW BUSINESS**
 - 7.1 Driving Dynamics Facilities Use Agreement
- 8. COMMISSION MEMBER REPORTS/COMMENTS**
- 9. NEXT MEETING DATE**
- 10. ADJOURNMENT**

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

1. **Call to Order:** Chairperson Geib called the meeting to order at 6:00 pm.
2. **Members Present:** Chair Doug Geib, Vice Chair Chuck Colcord, Members Tom Piscitello, Bob Sell, Tom Lockie, Prudence Hostetter, Hugh Giggy, Staff Present Robert Kozakoff (Airport Operations), David Broughton (Airport Staff Asst.)

3. **Pledge of Allegiance**

4. **Approval of Minutes:** The December 2022 AAC Regular Meeting Minutes were presented for consideration of the AAC.

A motion was made by Member Hostetter, seconded by Member Lockie to approve the December 2022 AAC Regular Meeting Minutes. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5. **Public Comment Regarding Items Not On The Agenda:**

Steve Sherman, 95035 Woodberry Ln, Fernandina Beach, stated he believes that air traffic numbers are up at FHB and the noise is getting worse. He believes the air traffic monitor that he introduced to the AAC last year is a good idea and could help reduce noise.

Brian Echard, 680 Airport Road, Fernandina Beach, said he was told to delay the submittal for hangar construction by the city attorney as the Ybor Alvarez Complex area is under lease consideration. Mr. Echard also stated that he supports a plan for a lease for the Complex area if the Airport is given fair market value for said property but he does not support a management fee plan. If the fair market value is agreed upon and comes to fruition, he will submit a plan to move his proposed hangar development to the South side of the Airport.

Kevin Allen, 1627 Clinch Dr., Fernandina Beach, stated that the high number of people on the hangar wait list shows that there is a demand for more hangars at FHB. He also agrees that aviation projects should take priority over non-aviation. He inquired as to the possibility of building hangars on the west side of the airport where closed Runway 18/36 is located.

Nathan Coyle, 32442 Flora Parkway, Fernandina Beach, stated the infrastructure and utilities are not located on the west side of the airport as they are on the east side. Building near closed Runway 18/36 will be costly.

6. **Old Business:**

Monthly Financial Update

The monthly financial update was discussed. Member Lockie asked if the financial report had a specific line to indicate revenue from The Amelia car show. Robert Kozakoff stated that it is included in the general revenue portion. He also gave some specific dollar amounts that he was aware of but did not know the total amount at this time.

7. **Staff Reports:**

Robert Kozakoff stated 24 applications had been received for the Airport Manager Position. Of those, two were interviewed and one was given a formal offer. Vice Chair Colcord asked as to when the new manager might start at FHB. Kozakoff stated that probably in late May or June.

Mr. Kozakoff also briefed the AAC on various projects that are in progress at FHB. The grant request for the rehab of Taxiway Alpha has been submitted for approval to FDOT. The Bittaker hangar is under construction and should be near completion soon. The Bent-Wing joint hangar project across from Hangar B has received some of its materials. Construction should start soon.

Member Geib asked about the rehab of the block building at the west end of the apron. Mr. Kozakoff stated the interior demolition has been finished. The next phase is to get bids on a new roof.

8. Commission Member Reports/Comments

The AAC members discussed various projects and areas of happenings at FHB. Many comments were about the Airport property and the Ybor Alvarez Complex. Robert Kozakoff asked Commissioner Ross if he was aware of any new developments or positions on this subject.

Commissioner Ross, 210 North 3rd Street briefed the AAC on the appraisals for the Complex property. He stated that he does not know if there will be any agreements on the City/County paying the cost to use the Complex.

Member Colcord reiterated that the Airport property is to give priority to aeronautical use and not non-aeronautical use.

Member Lockie wanted to know who is looking at the best interest of the airport and the development of new hangars. The AAC has already stated its position in favor of a new hangar development.

Vice Chair Colcord asked if the Ybor Alvarez Complex has been rezoned.

Nathan Coyle stated the Planning and Advisory Board had discussed it at their last meeting but took no action.

Commissioner Ross gave a brief history of the property and how it was mislabeled as recreational.

A motion was made by Member Lockie, seconded by Member Sell to recommend again to the City Commission the following statement; The AAC believes that the best place for new hangar development is on the north side of the airport. A vote upon passage was taken by ayes and nays and all being ayes, carried.

9. Next Meeting Date: June 8, 2023

10. Adjournment:

There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 6:44 pm.

Secretary

Doug Geib, Chairperson

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this _____ day of _____, 2023, 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 Driving Dynamics Inc whose address 258 Chapman Road Suite 201 Newark, DE 19702 (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 host an Advanced Corporate Safe Driving Program.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of hosting an Advanced Corporate Safe Driving Program.
2. USER will set up and use the FACILITY on a continuous basis during this period on Closed Runway 18/36
3. USER shall pay CITY the sum of \$1,000.00, plus any applicable sales tax, for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of

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

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

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

6. The addresses for giving notices are as follows:

USER: Driving Dynamics, Inc
258 Chapman Road Suite 201
Newark, DE 19702
Attn: Paula Lanouette Logistics Manager

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: _____

By: _____

Its: _____

Charlie George

Its: City Manager

Employer ID #

By: _____

Caroline Best

Its: City Clerk

WITNESS:

APPROVED AS TO FORM AND LEGALITY:

Print Name:

Tammi E. Bach

Its: City Attorney