SUBJECT: Resolution 2016-07
Non-Aeronautical Rental and Use Agreement - Sportscar Vintage Racing Association (SVRA)

ITEM TYPE: ☑ Resolution ☐ Ordinance ☐ Proclamation ☐ Presentation ☐ Other

REQUESTED ACTION: Approval of Non-Aeronautical Rental and Use Agreement for the Sportscar Vintage Gran Prix.

SYNOPSIS: The initial request to conduct a Sportscar Vintage Racing Association (SVRA) event on the grounds of the City of Fernandina Beach Municipal Airport was introduced at the City Commission meeting on May 19, 2015 (following an earlier unanimous recommendation from the Airport Advisory Commission). Although a copy of the original presentation is attached for the City Commission’s review, please also refer to the archived minutes of that City Commission meeting for additional details. As further indicated in those minutes, the City Commission (through consensus) directed the City Manager to submit the proposed event to the Federal Aviation Administration (FAA) for review and approval. Representatives of the SVRA subsequently returned before the City Commission on November 17, 2015, and reported that the event application had been submitted, reviewed, and approved by the FAA at the end of October. The proposed areas to be utilized are illustrated on the attached exhibit.

Additional and specific details offered by the promoter can be found at http://www.svra.com/events/2016-amelia-island-vintage-gran-prix/.

The desire of the promoter is to secure a five-year agreement for the event, and the proposed Resolution incorporates that request. Such a commitment on behalf of the City will enable to promoter to incorporate longer-term planning and preparation for the event. FAA approval, however, will be required on an annual basis.

FISCAL IMPACT: The original fee for the event was set at $23,000 ($2,875 per day for eight days). The proposed Resolution and associated Non-Aeronautical Rental and Use Agreement, although providing for the requested five-year commitment, do not constrain the City with regard to future fees.

2015 STRATEGIC PRIORITIES: ☐ Waterfront Funding (Priority 1) ☐ Fire Department (Priority 1)
☐ 8th Street (Priority 1) ☐ Department Goals (Priority 1)
☐ Trolley System (Priority 2) ☐ Beach Renourishment (Priority 2)
☐ 4 Year Terms (Priority 2) ☐ 8th Street Entrance (Priority 2)
☐ Waterfront Park- Lot B (Priority 3)

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016-07

Resolution 2016-07
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<th>DEPARTMENT DIRECTOR</th>
<th>Submitted by: Dale L. Martin, City Manager</th>
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RESOLUTION 2016-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE USE OF AIRPORT PROPERTY BY THE SPORTSCAR VINTAGE RACING ASSOCIATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sportscar Vintage Racing Association (SVRA) wishes to conduct an event in conjunction with the annual Amelia Island Concours d’Elegance on the grounds of the Fernandina Beach Municipal Airport; and

WHEREAS, the SVRA desires to make the proposed event an annual event, and therefore desires a five-year commitment from the City of Fernandina Beach to conduct said event; and

WHEREAS, the fee for the event shall be negotiated annually; and

WHEREAS, the fees will be deposited into the Airport Fund, Other Revenue Account No. 420-369-9000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the use of Airport property for the SVRA event to be held March 17-20, 2016, and the Non-Aeronautical Rental and Use Agreement is attached hereto as “Exhibit A.”

SECTION 2. The City Commission further approves the annual use of municipal Airport property for such and similar use each March until December 31, 2020.

SECTION 3. It shall be the sole annual responsibility of the SVRA to submit and secure all appropriate approvals for said event from the Federal Aviation Administration and report such approvals to the City.

SECTION 4. The annual fee for the use of the airport property shall be negotiated and determined no later than August 31 for each subsequent event.

SECTION 5. The City Manager and City Clerk are hereby authorized to execute the Agreement upon review and approval of the City Attorney.

SECTION 6. This Resolution shall become effective immediately upon passage.

ADOPTED this 19th day of January, 2016.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach
City Attorney
CITY OF FERNANDINA BEACH
MUNICIPAL AIRPORT
NON-AERONAUTICAL RENTAL AND USE AGREEMENT

This NON-AERONAUTICAL RENTAL AND USE AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this 19th day of January, 2016 made by and between the CITY OF FERNANDINA BEACH, FLORIDA, a Florida municipal corporation (hereinafter referred to as the "City"), and PARELLA MOTORSPORTS HOLDINGS, LLC D/B/A SVRA (SPORTSCAR VINTAGE RACING ASSOCIATION), a Texas limited liability company authorized to do business in Florida (hereinafter referred to as the "Tenant") whose address is 1598 Hart Street, Suite 100, Southlake, TX 76092.

WHEREAS, City 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, Tenant has proposed to rent the southern end of Runway 4/22, eastern end of Runway 13/31, eastern end of Taxiway "B", southern end of Taxiways "C" and "D" and an abandoned runway and surrounding property at the Airport for non-aeronautical commercial activity as sketched on Exhibit "1" attached hereto.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein to be performed by the respective parties, and in consideration of the rent hereinafter designated to be paid, City hereby rents space and use as described below to the Tenant, and the Tenant does hereby rent the below described space.

1. **Rented Premises.**

1.1 **Rented Premises.** In general, the Tenant will make annual use of the following property at the City of Fernandina Beach Municipal Airport: the southern end of Runway 4/22, the eastern end of Runway 13/31, the eastern end of Taxiway "B", the southern end of Taxiway "C" and "D", the abandoned runway (Runway 18/36) and its surrounds (see attached Exhibit "1").

1.2 **Use of Rented Premises.** The Tenant is authorized to conduct the following use at the Airport: an annual vintage sports car and vintage motorcycle racing event to be held in mid-March. Any other use requires express written consent from the City and Tenant obtaining necessary permits as may be required. All Tenant operations shall comply with all federal, state, and local rules, regulations, and ordinances. Tenant is responsible for paying all costs for and fully assisting the Landlord (City) in obtaining Federal Aviation Administration approval each year to conduct this non-aeronautical activity.

1.3 **Condition of Rented Premises.** Tenant shall accept the Rented Premises to include public use areas and the vehicle parking areas in its present condition without any liability or obligation on the part of the City to make any alterations, improvements, or repairs of any kind on or about said Rented Premises.

1.4 **Prohibited Uses of Rented Premises.** The Rented Premises is used solely for an annual vintage sports car and vintage motorcycle racing event to be held in mid-March.

1.5 **Nonexclusive Rights.** Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and the City herein reserves the right, at its sole discretion, to grant similar rights and privileges upon the Airport which are identical in part or in whole to those granted to Tenant.
2. **Term.**

2.1 The Agreement shall be considered a 5-year agreement, and shall commence on January 1, 2016, and shall continue, being automatically renewed each year until December 31, 2020, following the last of the annual events under this Agreement, unless otherwise terminated under the terms of this Agreement.

3. **Fee.**

3.1 **Fee Computation.** The Tenant shall, in 2016, pay a Special Event fee to the City in the amount of $23,000 ($2,875 per day, eight days). Said fee shall be paid to the City no later than March 1.

3.2 **Future Fees.** Fees for each succeeding year shall be annually negotiated between the City and the Tenant. Said fees shall be established no later than August 31. The annual negotiated Special Event fee shall be paid to the City no later than March 1 each year.

4. **Tenant Rights and Obligations.**

4.1 **Payments.** Tenant shall meet and pay all expenses and payments in connection with the use of the Rented Premises and the rights and privileges herein granted, including taxes, ad valorem taxes, permit fees, impact fees, license fees and assessments lawfully levied or assessed upon the Rented Premises or property situated hereon.

4.2 **Agreement to Pay Taxes and Obligations.** Tenant shall pay all lawful taxes, including ad valorem taxes, assessments, 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 Tenant acquired in the Agreement or any taxable possessory right which Tenant may have in or to the Rented Premises or facilities hereby leased or the improvements thereon, or on the City’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 Tenant in and about said Rented Premises, whether said taxes are assessed in the name of Tenant or City.

4.3 **Rented Premises Maintenance, Repair, and Upkeep.** The Tenant shall maintain the Rented Premises in a neat and orderly condition, and shall keep the Rented Premises clean and clear of oil, grease, and/or toxic chemicals. No hazardous or flammable materials shall be stored within or about the Rented Premises unless stored within an Environment Protection Agency (EPA), National Fire Protection Association (NFPA), or local Fire Marshal approved container/cabinet. No boxes, crates, rubber, paper, or other litter that could cause or support combustion shall be permitted to accumulate within or about the Rented Premises. Tenant shall not commit, nor allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the Rented Premises to be used for any unlawful purpose or unsafe purpose. The Tenant shall, at its sole cost and expense, maintain and keep its Rented Premises in good repair and make all repairs, both interior and exterior, necessary to keep and maintain the Rented Premises, including all improvements thereon in good condition so as to present an attractive appearance in conformity with other Airport facilities. The Rented Premises and all improvements thereon must be maintained in a safe, clean, and sanitary condition. The City shall require maintenance and needed repairs to be made by Tenant in a timely manner.
4.4 Alterations. Tenant covenants and agrees not to install any fixtures or make any alterations, additions, or improvements to the Rented Premises without the express written consent of the City. Tenant shall make no structural, electrical, or other modification to the Rented Premises without first obtaining City’s written permission. Any and all repairs, maintenance, or improvements made by Tenant shall be accomplished in accordance with all requirements and specifications of the City Building/Fire Codes and obtaining permit(s), if required. Any improvements, alterations, or additions that may be approved shall be at the expense of the Tenant. Any and all fixtures installed, improvements, alterations, or additions made shall become the property of the City upon vacating the Rented Premises without compensation or payment to Tenant.

4.5 Damage to Property. Tenant shall be responsible for all damage to property, real or personal, located on, in, or about the Rented Premises, vehicle parking area, or public use areas damaged as a result of the Tenant’s negligence, misuse, or abuse. In the event the Tenant does not promptly repair any damaged property, for which the Tenant is responsible, the City reserves the right to make such repairs at Tenant’s expense, which shall become due and payable as part of the Tenant’s next monthly rental payment. Such repairs shall be charged to Tenant at 115% of cost to City. Tenant shall immediately report any damage caused to the Rented Premises to the Airport Manager.

4.6 Airport Security. Tenant has obligation to operate upon the Airport and its Rented Premises to not undermine the security of the Airport.

4.7 Access. Tenant, 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 City shall make all reasonable efforts to keep adjacent areas to the Rented Premises free and clear of all hazards and obstructions, natural and manmade.

4.8 Signs. Tenant agrees that no signs or advertising matter or material of any kind may be erected without the prior written consent of the City, and the issuance of such permits as may be required under the City of Fernandina Beach Code of Ordinances.

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

4.10 Fire Extinguisher. The Tenant shall maintain at all times, on the Rented Premises, a minimum of an approved ten (10) pound dry chemical fire extinguisher suitable for use on Type A, B, and C fires with current inspection certificate from an approved fire equipment company or the local Fire Inspector affixed.

4.11 Airport Protection by Tenant. Tenant expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the Rented Premises to such a height so as to comply with City Building Code and Federal Aviation Regulations Part 77 and to prevent any use of the Rented Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.
4.12 Compliance with Applicable Laws, Rules, and Regulations. Notwithstanding other requirements contained herein, the Tenant at its sole cost and expense, hereby agrees to and shall comply with all applicable laws, ordinances, rules, and regulations established by federal, state, local government agency, and by the City, as they may be amended from time to time, and conduct its operations in accordance with all applicable regulations pertaining to airports, including Airport Rules and Regulations, attached hereto as Exhibit “C”, promulgated by the City governing safe and efficient operation of Fernandina Beach Municipal Airport. The City may, from time to time, modify and/or update the Rules and Regulations. City will provide Tenant 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 City and Tenant 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 Tenant from said Rented Premises, in accordance with Section 8 herein.

4.13 Compliance with Environmental Law, Rules, and Regulations. Tenant 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. Tenant agrees to keep informed of future changes in the existing environmental laws. Such compliance will be responsibility of the Tenant at its sole cost and expense.

4.14 Hazardous Materials and Toxic Waste. Tenant 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 Rented Premises, or arising from Tenant’s use or occupancy of the Rented 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 Rented Premises.

   c. Tenant shall, at its sole and exclusive expense, comply with all laws and regulations regulating the storage or transportation of hazardous substances relating to the Rented 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 City is to be immediately notified by Tenant 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 Rented Premises, or which arises from Tenant’s use or occupancy of the Rented Premises, then Tenant shall, at Tenant’s expense, prepare and submit the required plans and all related bonds and other required financial assurances; and Tenant shall carry out all work required by such clean-up plans at its sole and exclusive expense.

5. City Rights and Obligations.

5.1 Rented Premises Upkeep. City will maintain the structural components of the Rented Premises, except as noted in Paragraph 4.3, and City will provide electricity, water, sewer, and refuse without additional cost to the Tenant. Repair and replacement required as a result of the negligent or willful conduct of Tenant, its employee’s, agents, or invitees shall be the responsibility of Tenant. The City reserves the right to assess an additional fee for extra-ordinary consumption of water and/or electric utilities, including applicable utility taxes, by the Tenant as shall be determined by City.
5.2 **Inspection.** City shall have the right to enter upon the Rented Premises at any time, however, normally during regular business hours to inspect the Rented Premises to insure maintenance, security, and safety of the Rented Premises, and compliance with the terms and conditions of the Agreement and Airport Rules and Regulations. In case of emergencies, the City shall have the right to immediately enter the Rented Premises. If any deficiency in compliance with the Agreement is found, including any fire or accident hazard, Tenant shall be so informed, and shall within five (5) days of notice rectify the hazard.

5.3 **Aerial Approaches.** City 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 Tenant from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

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

5.5 **Further Airport Development.** City 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 Tenant, and without interference or hindrance.

6. **Insurance and Indemnification.**

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

   a. Comprehensive General Liability insurance with a Combined Single Limit (CSL) of not less than Ten Million ($10,000,000) Dollars per occurrence protecting City against any and all liability by reason of Tenant’s conduct incident to the use of the Rented Premises or resulting from any accident occurring on or about the roads, driveways, or other public places on the Airport, including the runways and taxiways, used by Tenant at Airport, caused by or arising out of any negligent or wrongful act or omission of Tenant, its agents, employees, contractors, or subcontractors.

   b. Comprehensive Business Auto Liability insurance including hired or non-owned liability with a Combined Single Limit (CSL) of not less than One Million ($1,000,000) Dollars per occurrence protecting City against any and all liability by reason of Tenant’s conduct incident to the use of the Rented Premises including the vehicle parking area or resulting from any accident occurring on or about the roads, driveways, or other public places on the Airport, including the runways and taxiways, used by Tenant at Airport, caused by or arising out of any negligent or wrongful act or omission of Tenant, its agents, employees, contractors, or subcontractors.

   c. All insurance requirements specified herein shall name City by written endorsement as an additional insured with instructions that the insurance carrier will notify City if the Tenant defaults on premium payments, and shall require that the insurance carrier notify City 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 City is to be included.
d. Tenant shall furnish City copies of all insurance policies or certificates evidencing the existence and amounts of such insurance as required under the Agreement for all activities provided by Tenant. Such certificates are attached hereto as Exhibit “B”, Liability Insurance Certificates. Copies of said certificates of insurance shall be provided to City with each annual renewal and at least ten (10) days prior to the expiration thereof for each activity offered by Tenant.

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

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

g. It is the responsibility of Tenant 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.

6.2 Casualty. In the event the Rented Premises or the means of access thereto shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Rented Premises is not rendered unusable by such damage. If the Rented Premises is rendered unusable and City elects to repair the Rented Premises, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant, its employees, agents, or invitees, in which case the rent shall not abate. If the Rented Premises is rendered unusable and City elects not to repair the Rented Premises, this Agreement shall terminate.

6.3 Indemnification. Tenant 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 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 Tenant, its officers, employees, agents, and representatives. Tenant’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 Tenant against the City, and Tenant hereby waives its entitlement, if any, to immunity under Sections 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 the 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 of Section 768.28 Florida Statutes.

6.4 Indemnification for Toxic Wastes. Tenant, 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 City, 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 termination of this Agreement. This shall not apply to conditions which pre-exist the date of the Agreement.
7. **Default.**

The Agreement shall be breached and considered in default if any one of the following events occurs:

a. Tenant shall default in the payment of any rent payment hereunder; or

b. Tenant shall default in the performance of any other covenant herein, such default shall continue for ten (10) days after receipt of notice from the City; or

c. A petition is filed by or against Tenant under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an agreement) after the effective date of this Agreement; or

d. Tenant assigns his/her property for the benefit of creditors; or

e. City determines after an inspection the Tenant is not in compliance with the terms of the Agreement; or

f. Tenant is conducting or allowing a commercial activity at, from, or around the Rented Premises without City approval for such activity on the Airport; or

g. Tenant shall default in the performance or observances of the agreements, conditions, or covenants required to be performed or observed by the Tenant under the terms of the Agreement or shall violate any of the Airport Rules and Regulations; or

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

In the event of any breach of the Agreement by the Tenant, City shall, at their earliest option, have the right to terminate the Agreement, and proceed with termination as set forth in Section 8 herein.

8. **Termination.**

8.1 **Cause.** Any violation of the terms and conditions of the Agreement, including the failure to negotiate an annual fee in a timely manner, shall be sufficient cause for the immediate termination of the Agreement. City shall give ten (10) days notice to the Tenant to correct said violations, and if said violations are not completely cured within said ten (10) day period, the Tenant is subject to immediate eviction. Tenant agrees to pay all costs of such action, including reasonable attorney's fees, and in addition, shall be fully responsible for all costs required to correct damages to the Rented Premises caused by the Tenant.

8.2 **Immediate Termination.** The Agreement shall be terminated immediately if the Tenant shall become insolvent or bankrupt, is convicted of a felony, or makes an assignment for the benefit of creditors after the effective date of this Agreement.

8.3 **Attorney Fees.** In the event of a default as defined herein, or if an action for termination needs to be instituted pursuant to this paragraph, Tenant shall pay to the City all reasonable attorney's fees and costs incurred by the City in the enforcement of the Agreement.
8.4 **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 Tenant to be performed and provided, that if such breach is not remedied by the Tenant after reasonable notice in writing to it by the City, the City may re-enter and terminate this tenancy by giving the Tenant thirty (30) days written notice, to quit the Rented Premises. City 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 the part of the Tenant to be performed.

8.5 **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 Tenant agrees it shall immediately quit, surrender, and return peaceable and quiet possession of the Rented Premises, including all improvements, to the City in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being excepted. Tenant 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 Rented Premises which were installed, or placed by it, at its expense, in, on, or about the Rented Premises, subject, to any valid lien which City may have thereon for unpaid rents, fees, taxes, or charges. Tenant shall be liable for any and all damage to the Rented Premises caused by Tenant's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to improper use or negligence by Tenant. All moveable personal property shall be removed by the Tenant on or before the expiration of the Agreement term and all property not so removed shall be deemed abandoned by the Tenant.

8.6 **Continuing Obligation.** Tenant's obligations under Paragraph 4.14 and Paragraphs 6.1, 6.3, and 6.4 of the Agreement shall survive the expiration or termination of the Agreement or any renewal thereof.

9. **Notice.**

9.1 Any notice required to be served by either City or Tenant upon the other may be served by certified mail, return receipt requested, postage prepaid, addressed 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 Operations
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, FL 32034

If to Tenant, address to: __________________________
_________________________

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

9.3 Tenant Contact Telephone Number: __________________________

9.4 It shall be the Tenant's responsibility to keep the address and telephone number contained in the Agreement up to date and accurate.
10. **Miscellaneous Provisions**

10.1 **Assignment or Sublease.** Tenant shall not assign his or her interest in the Agreement. Tenant shall not sublease any portion of the Rented Premises without prior written approval from the City.

10.2 **Independent Contractor.** In its use of the Rented Premises, Tenant acts as an independent contractor and not as an agent of City. The selection, retention, assignment, direction, and payment of Tenant’s employees shall be the sole responsibility of Tenant, and City shall not attempt to exercise any control over the daily performance of duties of Tenant’s employees.

10.3 **Subordination.** The Agreement shall be subordinate to the provisions of any existing or future agreement between City 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.

10.4 **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.

10.5 **Headings.** Section 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.

10.6 **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire agreement shall not be void, but the remaining provisions shall continue in effect nearly as possible in accordance with the original intent of the parties.

10.7 **Force Majeure.** Neither City, nor Tenant, 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 paragraph does not apply to failure by Tenant 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.

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

10.9 **Waiver.** The waiver by either party of any covenant or condition of the Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

10.10 **Successors Bound.** The Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, and successors of the parties hereto.
10.11 National Emergency. During the time of war or national emergency, the City shall have the right to lease the landing area or all or any part of the Rented Premises upon demand to the United States Government, and if any such agreement is executed, the provisions of this Agreement with the Tenant herein, and all obligations of Tenant to make the payments as required in Section 3 above, shall be suspended for the length of time that the United States Government requires the use of the said landing area and/or Rented Premises. This period of time during which the Agreement is so suspended will not count against the time provisions of the then existing Agreement.

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

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

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

c. Tenant shall use the Rented Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Garage 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.

10.13 Radon Gas Notice. Pursuant to Florida Statutes Section 404.056(8), City hereby makes, and Tenant 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. City makes no representation or warranty with respect to the presence or absence of radon on the Rented Premises, and Tenant 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

By: Dale L. Martin
Its: City Manager

PARELLAS MOTORSPORTS HOLDINGS, LLC
D/B/A SVRA

By: ________________________

ATTEST:

By: ________________________

ATTEST:

By: Caroline Best
Its: City Clerk

By: ________________________
Its:

APPROVED AS TO FORM AND LEGALITY:

By: Tammi E. Bach
Its: City Attorney

Attachments

Exhibit "1" Rental Area— Sketch or Drawing of Tenant's Rented Premises as approved by City

Exhibit "B" Liability Insurance Certificate(s) as required under this Agreement (Note: All certificate(s) shall show that the City has been named by written endorsement as an additional insured)

Exhibit "C" Airport Rules and Regulations
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** | F & F Insurance Group, Inc.  
| P.O. Box 2389  
| Fort Wayne, IN 46801

**INSURED** | PARELLA MOTORSPORTS HOLDINGS; SEE FP-SP  
| C/O TONY PARELLA  
| SOUTHLAKE, TX 76092

**CONTACT** | MOTORSPORTS
| PHONE | 800-348-1839  
| FAX | 260-459-5118

**INSURER A** | NATIONWIDE LIFE INSURANCE COMP  
| NAIC # | 66869

**INSURER B** | NATIONAL CASUALTY COMPANY  
| NAIC # | 11991

**COVERAGES**

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**AUTOMOBILE LIABILITY**

| **B** ANY AUTO | SCHEDULED AUTOS | X NON-OWNED AUTOS ONLY | XPRIOR AUTO ONLY | X OCCUR | KE0000593310 | 12/01/16 12/01/16 |
| | | | | | | |

**UMBRELLA LIABILITY**

| **B** EXCESS LIAB | CLAIMS-MADE | KE0000593320 | 12/01/16 12/01/16 | \* AGGREGATE | 900,000 |

**DEMO RETENTION**

| **A** Participant Accident | HE0000593300 | 12/01/16 12/01/16 | ADD | 25,000 |
| | | | K |  |
| | | | | EXCESS MEDICAL | 25,000 |
| | | | | WEEKLY INDEMNITY | 100 X 10 |

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

**CERTIFICATE HOLDER** | CITY OF FERNANDINA BEACH  
| FERNANDINA BEACH MUNICIPAL AIRPORT  
| FERNANDINA BEACH ADVISORY COMMITTEE  
| 204 ASH STREET  
| FERNANDINA BEACH, FL 32034

**CANCELLATION** | Scott [Signature]  

**ACORD 25 (2016/03)**  
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**ADDITIONAL REMARKS SCHEDULE**

**AGENCY**
K & K INSURANCE GROUP, INC.

**NAMED INSURED**
PARELLA MOTORSPORTS HOLDINGS (SEE KR-SP-1)
1598 HART STREET, SUITE 100
C/O TONY PARELLA
SOUTHLAKE, TX 76092

**POLICY NUMBER**
GL KE00005973100
AL KK00005973400 PA KPX0027243200
EX XK00005973200

**CARRIER**
SEE ACORD 25

**EFFECTIVE DATE**
SEE ACORD 25

**ADDITIONAL REMARKS**

**ADDITIONAL INSURED:**

A. ANY PERSON OR ORGANIZATION ENGAGED IN OPERATING, MANAGING, SANCTIONING, SPONSORING THE "COVERED PROGRAM," OR PROVIDING THE "PREMISES" FOR A "COVERED PROGRAM," INCLUDING OFFICIALS OF THE "COVERED PROGRAM."

B. ANY "PARTICIPANT" (EXCLUDING DRIVERS), "COMPETITION VEHICLE" OWNER AND "COMPETITION VEHICLE" SPONSOR.

C. ANY "PARTICIPANT" DRIVER BUT ONLY WITH RESPECT TO "BODILY INJURY" OR "PROPERTY DAMAGE" TO PERSONS OTHER THAN ANY OTHER DRIVER.

D. CITY OF FERNANDINA BEACH; FERNANDINA BEACH MUNICIPAL AIRPORT; AND FERNANDINA BEACH ADVISORY COMMITTEE; BUT ONLY AS RESPECTS TO THE OPERATIONS OF THE NAMED INSURED.

*THIS CERTIFICATE SUPERCEDES AND REPLACES CERTIFICATE NUMBER 1829879 DATED 12/28/15.*
FERNANDINA BEACH MUNICIPAL AIRPORT

AIRPORT RULES AND REGULATIONS

Initial Adoption October 1, 1987
Amended July 17, 2007
Amended August 21, 2007
Amended September 2, 2008
Amended December 7, 2010

Prepared By:
City of Fernandina Beach
700 Airport Road
Fernandina Beach, Florida 32034
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**Appendices**

A. References
B. Definitions
Introduction

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

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

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

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

Section 1 – General

1.01 COMPLIANCE AND RESPONSIBILITIES:

a. By publication of these R&R, all persons based at FBMA will be deemed to have knowledge of the contents herein. Copies of these R&R will be distributed to all tenants and leaseholders, posted at the Airport, and available through the Airport Manager’s office.

b. Entry upon/into the Airport by any person shall be deemed to constitute an agreement by such person to comply with and be governed by these R&R. All persons employed on or using the Airport shall cooperate with the Airport Manager or his designated representatives to enforce these R&R.

c. Airport tenants/leaseholders shall be responsible for compliance with all requirements of these R&R applicable to them for their exclusive areas and they shall be held liable for any fines, penalties, or other monetary assessments imposed upon the City by any agency having jurisdiction with respect to any violations involving these areas. Any user, who by their intentional or unintentional action or activity, cause the City to be fined, cited, sued, or charged unnecessary fees/fines, will be responsible for reimbursement of said fines/fees upon demand to the City.

d. Any permission granted by the Airport Manager or the City under these R&R is conditioned upon the payment of any and all applicable fees and charges established by the City.

e. Voiding of any particular rule or regulation contained herein shall not affect the validity of the remainder of these regulations.
1.02  EMERGENCY PROCEDURES AND DIRECTIVES:
   a. Under emergency conditions, e.g., a natural disaster, the Airport Manager, or designated
      representative, is empowered to suspend these R&R, or any part thereof, including ordering
      persons to leave the Airport or portions of the Airport and prevent access to such areas for
      such time as may be necessary, and to issue such directives and take such actions as is
      necessary to protect life and property and ensure the safe operation of the Airport. Such
      directives and actions have the full power of regulation as long as the emergency exists.
   b. In the event of an extreme threat, condition, or event the Airport Manager shall have, in his
      discretion, the authority to close the Airport in its entirety or any portion thereof to air traffic,
      to prohibit aircraft landing and/or taking off, and may delay or restrict any flight or other
      aircraft operation.
   c. The Airport Manager may also, in his discretion, temporarily close the Airport due to periods
      of adverse climatic conditions when such action is considered necessary and desirable to
      avoid endangering persons or property.
   d. Under no circumstance shall an authorized Airport closure or restriction constitute grounds
      for reimbursement of any expense, loss of revenue, or damage incurred by any operator,
      lessee, or any other entity.

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

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

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

1.06  USE AND ENJOYMENT OF AIRPORT PREMISES:
   a. All FBMA users are required to abide by applicable federal, state, and local statutes and
      ordinances regarding personal conduct on Airport property.
   b. Any person who causes injury to any person or damages equipment or property on the
      Airport shall be liable for such injuries and/or damages.
   c. All commercial activities shall be conducted in accordance with the FBMA Minimum
      Standards for Commercial Activities (Minimum Standards).
d. No person may throw, shoot, or propel any object nor shine a light or laser in such a manner as to interfere with or endanger the safe operation of any aircraft taking off from, landing at, or operating on the Airport or any vehicle operating on the Airport.

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

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

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

1.10 CARGO, MATERIAL STORAGE, AND ABANDONED PROPERTY:
   a. Unless otherwise provided for by lease or other contractual agreement, no person, firm, partnership, or corporation, shall use any area of the Airport, including buildings, either
privately owned or publicly owned, for the storage of non-aeronautical related cargo, equipment, or any other property without written permission of the Airport Manager.

b. Any property, aircraft, or vehicle, determined by the Airport Manager to be abandoned, disabled, or which creates an operations problem, nuisance, security or safety hazard, or which otherwise is placed in an illegal, improper, or unauthorized manner, will be removed, stored, and/or disposed of at the owner’s expense. The City shall not be liable for any damage to the property or loss or diminution of value that may be caused by the act of removal.

1.11 FIREARMS AND WEAPONS:
Firearms are allowed on FBMA only as permitted by state and federal statutes.

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

Section 2 – Aeronautical Operations

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

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

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

2.04 AIRCRAFT ACCIDENTS/INCIDENTS, AIRWORTHY, DISABLED, AND DERELICT AIRCRAFT:
   a. The owner or operator of any aircraft involved in an accident or incident on the Airport, resulting in any injury or death or damage to property shall immediately notify the appropriate emergency response agencies, the Airport Manager, and other governmental agencies as applicable.
   b. The pilot or owner of an aircraft involved in an accident or incident shall be responsible for all costs associated with the accident or incident, including but not limited to, wreckage removal/disposal, environmental clean up, and repair or replacement of property.
   c. Disabled aircraft shall be removed from runways and/or taxiways as quickly as practicable.
d. Disabled and derelict aircraft shall not be permitted on the tie-down or ramp areas unless in response to an emergency and with written approval of the Airport Manager.

e. If the owner of an aircraft fails for any reason to remove a disabled or derelict aircraft from the Airport property as may be requested, the Airport Manager may cause the removal and storage or disposal of such disabled or derelict aircraft at the sole expense of the owner.

2.05 AIRPORT OPERATIONAL AREA RESTRICTIONS:

a. Unless contrary to federal regulations and/or grant assurances, the City shall have the authority to designate or restrict the use of runways or other operational areas at the Airport with respect to, but not limited to, the following:

1. Experimental Flights (Advance notification to Airport Manager of first flight);
2. Equipment Demonstration;
3. Air Shows;
4. Parachute Operations;
5. Banner Towing Operations (Permit required);
6. Aircraft Type.

b. No kites, model airplanes, rockets, tethered unmanned balloons, or other objects constituting a hazard to aircraft operations shall be operated on the Airport.

2.06 AIRCRAFT PARKING:

a. No person shall use any area of the Airport for parking and/or storage of aircraft unless otherwise provided for in a lease or other agreement without the written permission of the Airport Manager. If any person uses unauthorized areas for aircraft parking, the aircraft may be removed by or at the direction of City, at the risk and expense of the owner, without liability for damage that may arise from or out of such removal or storage.

b. No person shall leave an aircraft parked and unattended on the Airport unless it is in a hangar or properly locked and secured with either wheel chocks and/or tie-down ropes. Owners of such aircraft shall be held responsible for any damage resulting from failure to properly comply with this provision.

c. Articles left in aircraft are the sole responsibility of the aircraft owner/operator. The City is not responsible for theft or vandalism of said articles.

2.07 STARTING AND RUNNING AIRCRAFT ENGINES:

a. No aircraft engine will be started or operated inside or taxied from/into any hangar or under the roofline of a hangar, whether said hangar is enclosed or not. This shall not be construed as prohibiting the use of tractors, with National Fire Protection Association (NFPA) approved exhaust systems, when moving aircraft within any hangar.

b. Starting an aircraft when there is any flammable liquid on the ground in the immediate vicinity is prohibited.

c. No person may run an engine of an aircraft parked on the Airport in a manner that propeller or jet blast could cause injury to persons, damage to any other property, or in any way hinder the safe operation of the Airport. In no case will the operator of an aircraft block any runway, taxiway, or taxi lane while conducting any maintenance/repair run-up.

d. No full power aircraft engine run-ups are authorized between 2200 and 0700 hours local for maintenance purposes without written approval of the Airport Manager.

2.08 AIRCRAFT OPERATIONS:

a. All aircraft operations shall be conducted in accordance with published FARs.

b. Aircraft operators will familiarize themselves with published local noise abatement guidelines.
2.09 REPAIRING AND MAINTAINING AIRCRAFT:
   a. Aircraft owners, under self-maintenance operations, are permitted to fuel, wash, repair, or otherwise service their owned based aircraft utilizing their own equipment and their own employees, as outlined in FAR Part 43 “Maintenance, Preventative Maintenance, Rebuilding and Alteration” and/or as identified in provisions of written agreement.
   b. Aircraft maintenance or repair is permitted only on paved areas of the Airport.
   c. No aircraft or aircraft component shall be suspended or lifted utilizing the building or any component of the building.

Section 3 – Fire, Safety and Environment

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

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

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

3.04 OPEN FLAME OPERATIONS:
   a. The use of any equipment employing open flames or sparks within any aircraft storage area is prohibited. This excludes open flames utilized by lessees and tenants in the performance of aircraft maintenance approved by agreement.
   b. Lead and carbon burning, fusion gas and electric welding, blow-torch work, engine testing, and all operations involving open flames shall be restricted to the repair shops. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.
3.05 STORAGE OF MATERIALS:
   a. No operator, tenant, or lessee on the Airport shall keep, store, stack, box, bag, or stock material or equipment in such a manner as to constitute a hazard to persons or property, obstructing any operation, littering, or in such a manner as to create any unsightly appearance.
   b. Storage of materials or equipment except for hoses attached to water spigots shall not be permitted outside buildings or hangers unless under approved sheds, within designated storage areas, or in designated parking areas.

3.06 HAZARDOUS WASTE AND MATERIALS:
   a. No person shall store, keep, handle, use, disperse, discharge, or transport at, in, or upon the Airport any hazardous materials in contravention of any regulatory measures.
   b. No more than five gallons of fuel in a container shall be stored in any building or structure on the Airport at any time. An approved fuel container shall be used at all times.
   c. All empty oil, paint, and varnish cans, bottles, or other containers shall be removed from the Airport in a timely manner and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, offices, shops, or other buildings and only those hazardous materials used in the maintenance of aircraft, engines, and components may be stored and utilized on the Airport.
   d. No person shall use volatile or flammable substances for cleaning hangar floors, hangars or other buildings on the Airport. Cleaning agents shall meet all federal, state, and local codes, regulations, and permit requirements.
   e. All persons on the Airport shall keep all premises, including floors, leased, or used by them, clean and clear of accumulation of oil, grease, and other flammable material and free of rags, waste materials, or other trash or rubbish or accumulated debris.
   f. Gasoline, oil, and solvent drums or receptacles shall not be stored within aircraft and/or vehicle operating areas nor be in excess of that required as current stock. Such materials shall be kept enclosed and covered in clearly marked and labeled housing.
   g. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit or suffer the Airport to be occupied or used in a manner offensive or objectionable to other users by reason of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business therein.
   h. No volatile substances such as fuels, grease, oil, dopes, acid, flammable liquids, solvents and other cleaning fluids, paints and contaminants of any kind, may be stored inside t-hangars, bulk hangar facilities, or other leased property from the City used for storage of aircraft unless included as part of a rental agreement or lease.
   i. All petroleum products, dopes, paints, solvents, acids, or any other hazardous waste shall be disposed of off the Airport and in compliance with all applicable regulatory measures and shall not be dumped or run into drains, on ramp aprons, catch basins, ditches, sewer systems, storm drains, or elsewhere on the Airport.
   j. No person shall store, keep, handle, use, dispose of, or transport at, in, or upon the Airport any Class A, Class B, or Class C explosives or Class A poison, as defined in the Federal Motor Carrier Safety Administration regulation for transportation of explosives and other dangerous articles, and other poisonous substances, solid, liquid, or gas, compressed gas, and/or radioactive article, substance, or material at such time or place or in such manner or condition that may, or may be likely, to unreasonably endanger persons or property.
   k. Cleaning of aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100°F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA.
3.07 DOPING, SPRAY PAINTING, AND PAINT STRIPPING:
   a. No paint, varnish, or lacquer spraying of aircraft or motor vehicles is permitted inside any
      building or hangar on the Airport unless such facility was properly designed and constructed
      for such activity. Hand-held aerosol containers or a small air compressor powered automotive
      type touch up spray gun not to exceed 7 oz. capacity may be permitted for paint touchup,
      used outside and in a no wind situation, with the specific written approval of the Airport
      Manager.
   b. The use of “dope”, cellulose, nitrate, or cellulose acetate dissolved in volatile flammable
      solvents, within any hangar is prohibited.

3.08 SANITATION AND ENVIRONMENTAL POLLUTION:
   a. Each person while on Airport property shall conduct his/her activities so as to not cause litter,
      environmental pollution, or unsanitary conditions.
   b. No person shall unnecessarily or unreasonably or in violation of law, cause any smoke, dust,
      fumes, gaseous matter, or particulates to be emitted into the atmosphere or be carried by the
      atmosphere. Exceptions include normal emissions from internal combustion engines, jet
      engines, smoke from cigarettes, cigars, or pipes, or aircraft maintenance activities.
   c. Aircraft may not be washed with running water in hangars.
   d. Any person who experiences overflow or spillage of oil, grease, fuel, or similar contaminants
      anywhere on the Airport is responsible and shall take appropriate action in the control,
      containment, clean up, disposal, and rehabilitation of such hazardous spill. Failure to take
      appropriate action to clean the area shall result in the City providing the cleanup at the
      expense of the responsible party. If the responsibility for the spill cannot be promptly
      determined, the leaseholder will be held responsible for the clean up.
   e. Spills, such as, jet fuel, gasoline, fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol,
      and all similar chemicals that could be considered hazardous, that covers over 10 feet in any
      direction or is over 50 square feet in area, continues to flow or is otherwise a hazard to
      persons or property require notification to the Fernandina Beach Fire Department as well as
      to the Airport Manager. The spill shall be investigated to determine the cause, to determine
      whether emergency procedures were properly carried out, and to determine the necessary
      corrective measures.
   f. In the event of spillage, fuel delivery devices and other vehicles shall not be moved or
      operated in the vicinity of the spill until the spillage is removed. A fireguard shall be
      promptly posted to the spill area.
   g. No garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind
      shall be placed, discharged, or deposited on the Airport, including cigarettes, cigars, and
      matches, except in receptacles specifically provided for such purpose.
   h. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter
      of any kind is prohibited. With prior written permission of the Airport Manager, Fire
      Department personnel may engage in training exercises that require controlled burning.
   i. Any person discarding chemicals, paints, oils, batteries, or any products, which may not be
      discarded in a routine manner, will adhere to all applicable federal, state, and local laws and
      regulations.
   j. No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquids, or contaminants of any
      kind shall be allowed to flow into or be placed in any Airport sanitary sewer system or storm
      drain system.
   k. No person shall dispose of any fill or building, discarded, or waste materials on Airport
      property except as approved in writing by the Airport Manager and appropriate City
      authorities.
3.09 **ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM:**
   a. Extension lights and all portable and mobile lighting equipment used in and around aircraft hangars, shops, buildings, and other areas on or near combustible materials shall be explosion proof and meet NFPA standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.
   b. All power operated equipment or electrical devices including hangar interior lights shall be shut off when not in use.
   c. A low current, constant current/constant voltage, or demand type battery charger with a maximum short term output charge rate exceeding seven amps, or a continuous trickle charge rate exceeding two amps, may not be used when an aircraft is located inside or partially inside a hangar.

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

**Section 4 – Fueling Operations**

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

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

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

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

Section 5 – Motor Vehicles

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

5.02 LICENSING AND INSURANCE:
   a. No person shall operate a motor vehicle or motorized ground equipment on the Airport without a valid operator’s license appropriate for the vehicle being operated.
   b. All vehicles entering Airport property are required to have at least the minimum amount of insurance as required by State of Florida statutes.
5.03 VEHICLE OPERATIONS WITHIN AIRPORT OPERATIONS AREA:
   a. No person shall operate a motor vehicle of any kind on the Airport in a reckless manner, or in excess of the posted speed limit.
   b. Speed limits shall not exceed 10 mph on ramps, aprons, in aircraft parking or hangar areas, and other areas of the AOA unless posted.
   c. All motor vehicles on the Airport shall be operated on roadways or paved surfaces when traveling to/from/between aircraft parking areas, hangar areas, and tenant facilities.
   d. No motor vehicle shall be permitted on any portion of the AOA unless the Airport Manager has granted specific written permission to such vehicle’s operator and such vehicle is utilized for, or in conjunction with, aeronautical activities.
   e. Pedestrians, aircraft, and emergency vehicles shall at all times have right of way over vehicular traffic.
   f. No person shall operate a motor vehicle in any hangar that is occupied by an aircraft on the Airport unless its exhaust is protected by screens and baffles pursuant to NFPA guidelines.
   g. No person shall park motorized ground equipment near any aircraft in such manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of emergency.
   h. No vehicle used for hauling trash, dirt, or any other materials shall be operated on the Airport unless such vehicle is constructed so as to prevent the contents from dropping, sifting, leaking, or otherwise escaping there from.

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

5.05 PARKING:
   a. Short-term (less than 24 hours) motor vehicle parking is available only in the unpaved vehicle parking lot on Airport Road. Long-term (more than 24 hours up to 30 days) parking may be permitted in the paved vehicle parking lot on Airport Road. Any ground vehicle improperly parked in the short term or long term public parking areas without written approval of the Airport Manager may be removed at the owner’s expense.
   b. No person may park in such a manner to obstruct a parking lot lane, driveway, roadway, Airport access gate, walkway, crosswalk, fire lane, runway, taxiway, taxi lane, and/or obstruct access to hangars, parked aircraft, and/or parked vehicles or create a hazard nor in a manner, which could interfere with, or create a hazard for aircraft operations.
c. No person shall use any public parking area to temporarily or permanently store any type of motor vehicle.
d. Boats, jet skis, snowmobiles, dune buggies, any cars including race cars and antique cars, recreational vehicles, trailers, and like equipment may not be permanently parked or stored on FBMA, including within hangars, unless permitted by written agreement or with written permission of the Airport Manager.
e. Attended vehicles shall be parked parallel to the t-hangar. One vehicle only may be parked inside a t-hangar when hangar is empty and aircraft is not on the Airport. Additional motor vehicles shall park in long-term parking or other designated areas.
f. Bulk hangar tenants shall park their motor vehicles in designated areas at their hangar.

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

Section 6 – Conflict Resolution Process

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

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

REFERENCES

Code of Federal Regulations – Title 14 Aeronautics and Space – All Chapters, Current Edition (commonly called Federal Aviation Regulations – FARs)
Code of Federal Regulations – Title 49 Transportation – Current Edition

Aeronautical Information Manual (AIM) - Current Edition
   Chapters 1-10, Appendix 3 Abbreviations/Acronyms, Pilot/Controller Glossary

FAA Order 5190.6B – Airport Compliance Handbook

City of Fernandina Beach Code of Ordinances

Nassau County Code of Laws and Ordinances

State of Florida Statutes as applicable including:
   Chapter 163 – Intergovernmental Programs
   Chapters 329-333 – Aviation
   Chapter 633 – Fire Prevention and Control

National Fire Prevention Association Codes as applicable including:
   NFPA Code 403 – Standard for Aircraft Rescue and Firefighting Services at Airports
   NFPA Code 407 – Standard for Aircraft Fuel Servicing
   NFPA Code 409 – Standard on Aircraft Hangars
   NFPA Code 410 – Standard on Aircraft Maintenance
   NFPA Code 30 – Flammable and Combustible Liquids Code

State of Florida Administrative Code as applicable including:
   Department 9 – Department of Community Affairs
   Department 14 – Department of Transportation
   Department 17 – Department of Environmental Regulation
   Department 62 – Department of Environmental Protection

Fernandina Beach Municipal Airport Minimum Standards for Commercial Activities

Fernandina Beach Municipal Airport Noise Abatement Procedures

Aircraft Owners and Pilots Association (AOPA) - AOPA WATCH

Florida Department of Environmental Protection

State of Florida Aviation System Plan

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

Navy Helicopter Operations MOU

Local Operations MOUs
Appendix B

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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• FAA (Federal Aviation Administration) – The federal agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

• FAR (Federal Aviation Regulation) – The federal government rules and regulations governing aviation activity under Code of Federal Regulations – Title 14 Aeronautics and Space.

• Fire Department – Fernandina Beach Fire Department having jurisdiction and responsibility over the Airport.

• Fixed Base Operator (FBO) – A business granted the right by the Airport sponsor to operate on an Airport and provide aeronautical services such as fueling, hangar space, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction.

• Flammable Liquids – A liquid or agent which when in contact with another property or properties may ignite causing a flame.

• Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.

• Fuel Handling – The transporting, delivering, dispensing, storage, or draining of fuel or fuel waste products to or from any aircraft, vehicle or equipment.

• Hazardous Materials – Any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, or board.

• Minimum Standards for Commercial Activities (Minimum Standards) – The qualifications, criteria, and standards established by the City of Fernandina Beach as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.

• Motor Vehicle (or Vehicle) – Any device that is capable of moving itself, or being moved, from place to place upon wheels, but does not include any device designed to be moved by muscular power or designed to move primarily through the air.

• NFPA (National Fire Protection Association) – All codes, standards, rules, and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

• Operator (Aircraft or Motor Vehicle) – Any person who is in actual physical control of an aircraft or motor vehicle.

• Operating Directive – Specific written documents detailing approved methods of operations as directed and signed by the Airport Manager. Such will become an addendum of the Airport Rules and Regulations.

• Owner – Any person who holds the legal title of an aircraft or a motor vehicle.

• Permission – A right or approval granted by the Airport Manager under authority delegated by City Manager and/or City Commission.

• Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.

• Police Department (or Law Enforcement) – Fernandina Beach Police Department having jurisdiction and responsibility over the Airport.

• Public Area (or Common Area) – The land and/or improvements at the Airport that is available for use on a non-exclusive basis and not controlled by any leasehold.

• Regulatory Measures – Federal, state, county, city, and Airport, laws, codes, ordinances, policies, rules and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.

• Restricted Area – Any area of the Airport wherein entry or use thereof is restricted to authorized personnel only pursuant to regulatory measures, including but not limited to: runways, taxiways, fire lanes, Airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks, and any of the areas marked as such with appropriate signage.

December 7, 2010
• **Run-up** – Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

• **Runway** – A defined rectangular surface on an Airport prepared or suitable for the landing or taking off of aircraft. Runways are identified by a broken white centerline, solid white edge lines, and white edge lights.

• **Self-fueling or self-service** – Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling or other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the Airport, a FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein and can be subject to Minimum Standards. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees include activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.

• **Shall (or will or must)** – These words are always mandatory.

• **Taxi lane** – The portion of the aircraft parking areas used for access between taxiways and aircraft parking positions.

• **Taxiway** – A defined path established for the taxiing of aircraft from one part of an Airport to another. Taxiways are identified by a solid painted yellow centerline and blue edge lights.

• **Tie-down Area** – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable tie-down points are located.

• **UNICOM (CTAF)** – A two-way communication system operated by a non-governmental entity on a designated radio frequency to provide Airport advisory information while operating to or from an Airport that does not have a control tower or an Airport when the tower is closed. The Common Traffic Advisory Frequency (CTAF) may be a UNICOM, MULTICOM, Flight Service Station (FSS), or a tower frequency and is identified in appropriate aeronautical publications. While not required for operation at Fernandina Beach Municipal Airport, use is strongly encouraged.
NOTE
1. Flagmen shall be responsible in redirecting and regulating pedestrian movement away from the active runway and runway safety areas. Pedestrians will not be permitted at anytime to cross active runways, runway safety areas, and any aircraft movement areas.
FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Limited Liability Company
PARELLA MOTORSPORTS HOLDINGS, LLC

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Annual Reports
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Document Images

No images are available for this filing.
Amelia Island Vintage Grand Prix

Tony Parella
President, SVRA
www.svra.com

April - 2015

Some people collect art... we race it.
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- Why SVRA?
SVRA Overview

- Founded in 1976
- Purchased by Parella Racing, LLC in September 2012
- Purchased HSR West in September 2012
- Formed the first and only National Vintage Racing sanctioning body in the United States
- Largest Vintage Racing Organization in the United States
- Over 2,000 licensed members
SVRA Overview Continued

- Created the U.S. Vintage National Championship
- Traditionally have 12 different race groups at our events
- Standardized set of safety and car preparation rules across the United States
- Purchased General Racing, LLC in July 2014
- Launched Vintage Racing Quarterly in October 2014
- TV Pilot in May 2015
**PRE-WAR**  Open and closed wheel racing cars produced prior to World War II. Typical entries include rare Formula One cars of that era, early MG’s, American oval track and some home built “Specials.” Sometimes includes cars from the early postwar period in America, 1946-1953.

**GROUP 1**  “Small bore,” mass-produced, sports cars and sedans built prior to 1973. Cars competing include: Mini Cooper, Austin Healy Sprite, Spitfire and Lotus Super 7.

**GROUP 2**  Open-wheel race cars built prior to 1973. Cars competing include: Chevron, Brabham, Crossle, Titan, and Hawke.

GROUP 4A  Limited production sports racing cars built prior to 1960. Cars Competing include: Scarab, Maserati, Lotus 11, Porsche Spyder, and Lister.

GROUP 4B  Larger displacement, production sports cars built prior to 1969. Cars competing include: 1956-61 Corvettes, Jaguar XK-140,150, E-type.

GROUP 5  World Sports Championship (WSC) and World Manufacturer's Championship cars raced between 1960 and 1972. Also includes Can-Am cars raced prior to 1969 and front engine “specials” as raced after 1959. Cars competing include: Lotus 23, Porsche 904,906,908, Ford GT, and Lola T70.


GROUP 7B  Can-Am cars as raced after 1967. World Championship sports cars raced after 1970 and under 2.0 liter sports cars raced after 1972. All cars may race on “slick” tires. Cars competing include: Lola T298, Chevron B36, Osella, and March.

**GROUP 9**  “Wings & Slicks,” open wheel race cars as raced from 1973 to 2008. Cars competing include: Lola T9270, Reynard, Selected Indy Lights and Formula 5000 cars.

**GROUP 10**  Selected “GT” sports cars and sedans as raced from 1973-1999. Over 6.0 liter sports racing cars as raced after 1967, on slicks. Center-seat racing cars, over 5.0 liter, on slicks. NASCAR “Cup” and “Nationwide” Stock Cars and production-based 1980-2008 race cars. Other cars competing include: Porsche 911RSR, Ferrari 360 Challenge cars, and BMW M3.

## Driver Demographics

### Age
- Over 65 Yrs old .................................................. 15%
- 55 - 64 Yrs old .................................................. 40%
- 45 - 54 Yrs old .................................................. 35%
- 35 - 44 Yrs old .................................................. 7%
- 18 - 34 Yrs old .................................................. 3%

### Employment
- Business Owners .................................................. 40%
- Professionals .................................................. 28%
- Employees or Executives .................................. 13%

### Real Estate
- Homeowners .................................................. 95%
- Own two or more residences ................................ 48%

### Income
- $100,000 - $145,000 .................................................. 17%
- $150,000 - $225,000 .................................................. 33%
- $230,000 - $499,000 .................................................. 20%
- $500,000 and above .................................................. 18%

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Average number of cars owned - 4.6

Average net worth - $2.4 Million
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Location</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duel in the Desert with VARA</td>
<td>February 13-15</td>
<td>Spring Mountain, Nevada</td>
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<tr>
<td>Southern Classic</td>
<td>February 19-21</td>
<td>Road Atlanta, Braselton, Georgia</td>
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<tr>
<td>Spring Vintage Classic</td>
<td>February 26-March 1</td>
<td>Sebring International Raceway, Florida</td>
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<tr>
<td>Historic Races at Willow Springs with VARA</td>
<td>March 28-29</td>
<td>Willow Springs International Raceway, California</td>
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<tr>
<td>Miami Historics</td>
<td>April 9-12</td>
<td>Homestead Miami Speedway, Florida</td>
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<tr>
<td>British Extravaganza – VARA</td>
<td>April 25-26</td>
<td>Buttonwillow Raceway Park, California</td>
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<tr>
<td>SVRA Spring Vintage Festival</td>
<td>May 14-17</td>
<td>Road America, Wisconsin</td>
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<tr>
<td>Sonoma Historic Motorsports Festival</td>
<td>May 28-31</td>
<td>Sonoma Raceway, Sonoma, California</td>
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<tr>
<td>The Brickyard Vintage Racing Invitational</td>
<td>June 10-14</td>
<td>Indianapolis Motor Speedway, Indiana</td>
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<tr>
<td>So. California Historic Sports Car Festival</td>
<td>June 19-21</td>
<td>Auto Club Speedway, California</td>
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<tr>
<td>33rd Annual Mid-Ohio Vintage Grand Prix</td>
<td>June 25-28</td>
<td>Mid-Ohio Sports Car Course</td>
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<tr>
<td>Portland Vintage Racing Festival</td>
<td>July 9-12</td>
<td>Portland International Raceway, Portland, Oregon</td>
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<tr>
<td>Pocono Mountain Historic Getaway</td>
<td>August 13-16</td>
<td>Pocono Raceway, Pennsylvania</td>
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<tr>
<td>Coronado Speed Festival</td>
<td>September 18-20</td>
<td>Coronado, California</td>
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<tr>
<td>Heacock Classic Gold Cup</td>
<td>September 24-27</td>
<td>Virginia International Raceway</td>
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<tr>
<td>Mardi Gras in October</td>
<td>October 8-11</td>
<td>NOLA Motorsports Park, New Orleans, Louisiana</td>
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<tr>
<td>U.S. Vintage National Championship</td>
<td>November 4-8</td>
<td>Circuit of the Americas, Texas</td>
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</table>
• Event Date: March 17-20, 2016
• Location: Fernandina Beach Airport
• Expected: 200 Vintage Race Cars
• Vintage -Aircraft, Motorcycles, Cars and Fashions
• Proposed Race Course is approximately 2.3 miles
• Runway 9/27 would remain open to all aircraft traffic throughout the duration of the event
• Runway 4/22 and 13/31 and related taxiways will be utilized for the event Thursday – Sunday 8:00am-8:00pm
• 48 hours will be needed to build and tear down on each end of the event
Financial Proposal

- SVRA will rent the airport for $2,875.00 per day up to 8 days.
- SVRA would commit to a minimum of a 5 year agreement.
- SVRA would secure the required insurance to host the event.
- SVRA would be financially responsible for any repairs caused by the event.
- SVRA will pay for auxiliary Police and Fire Rescue needed for the event.
- SVRA will gift all ticket proceeds directly sold by Amelia Island Concours d’Elegance to the Concours d’Elegance Charity Foundation.
Benefits to Hosting the Event in the City of Fernandina Beach

- The airport is large enough to host a variety of vintage vehicles
- Direct connection with Amelia Island Concours d'Elegance
- Jacksonville International Airport is a short distance away
- A history of international sports car racing and one of the finest motoring events in the world, the concours at Fernandina Beach
- Fernandina Beach offers fine restaurants, lodging, beaches, sporting activities, history and a mild climate during March
- A time of year that the local businesses will greatly benefit from the event
- Potential/Future economic impact could rival Amelia Island Concours d'Elegance on the City of Fernandina Beach (Reported $15 Million)
Why SVRA?

- Will exceed 5,000 vintage race car entries in 2015
- Proven professional team
- Currently host an airport event in California
- Developed national vintage database
- Standardized national car preparation rules
- Financially stable
- Motivated management team
- Long-standing safety record
- Largest Vintage Racing Organization in the United States
City of Fernandina Beach
700 Airport Rd.
Fernandina Beach, Florida, 32034
(904) 261-0303

Principal in Charge
Andrew H. Holton, C. H.

Project Manager
Andrew M. Molino, C. H.

Special Event Planning

Fernandina Beach Municipal Airport
9547.56

August, 2012