



# BALDWIN COUNTY REGULAR MEETING

October 17, 2023

1601 N Columbia St, Suite 220

6:00 PM

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## AGENDA

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### PRESENTATIONS

1. Update on Georgia Military College - General Caldwell  
Proclamation Honoring Gloria Walker - Chair

### APPROVAL OF MINUTES

2. September 26, 2023 Planning Retreat  
September 26, 2023 Executive Session  
October 3, 2023 Work Session  
October 3, 2023 Public Hearing  
October 3, 2023 Regular Meeting  
October 9, 2023 Planning Retreat

### ADMINISTRATIVE/FISCAL MATTERS

3. Workforce Innovation and Opportunity Act (WIOA) Grant Award - Assistant County Manager
4. West Apron Hangar # 4 - County Manager
5. West Apron Hangar # 5
6. Approval of Airport Capital Improvement Plan - County Manager

### OLD BUSINESS

**NEW BUSINESS**

**COUNTY MANAGER'S REPORT**

**PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS**

**ADJOURNMENT**

**REMINDERS**

October 18, 2023, Wednesday, 10:00 a.m., Committee Meeting Regarding Establishment of Board of Elections, 1601 North Columbia Street, Suite 240.

October 18, 2023, Wednesday, 1:00 p.m., Public Hearing to Consider an Employment Grievance Appeal Filed by Jamel Cooper, 1601 North Columbia Street, Suite 240.

November 7, 2023, Tuesday, 4:00 p.m., Budget Presentations by Constitutional Officers, 1601 North Columbia Street, Suite 220.

November 7, 2023, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Suite 220.

November 21, 2023, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Suite 220.



**BALDWIN COUNTY  
PLANNING RETREAT**

**September 26, 2023  
310 West Clinton Street  
Gray, GA  
9:00 AM**

MEMBERS PRESENT

Emily Davis  
John Westmoreland  
Kendrick Butts  
Sammy Hall  
Henry Craig

OTHERS PRESENT

Andy Welch  
Carlos Tobar  
Dawn Hudson  
Cindy Cunningham

Call to Order

Chair Davis called the meeting to order at 9:25 a.m.

Administrative / Fiscal Matters

Commissioner Sammy Hall requested that the Agenda be rearranged to address first the items that would take less discussion. Commissioner Henry Craig agreed.

AMBULANCE SERVICE – County Manager Carlos Tobar stated he had sent everyone a summary of proposals and scoring which was based 60% on cost and 40% on qualifications. He stated the top two scorers were Atrium Health (scored 97) and Patriot EMA (scored 78).

Mr. Tobar requested authorization be given at tonight’s Called Meeting to begin contract negotiations with Atrium Health.

Commissioners discussed the number of ambulances that would be available; possible negotiations for an additional ambulance; peak times of use and response time.

Assistant County Manager Dawn Hudson reported the proposal included the provision of three ambulances because that’s what Grady provided under their contract. Attorney Andy Welch stated since the RFP included a “minimum” of three ambulances further discussion could be held regarding additional ambulance(s).

Attorney Welch stated the contract should be awarded based on material terms in order to be transparent to all bidders and the public. He stated all bidders should be contacted and asked to respond to the cost for an additional ambulance if the County determines that four ambulances are needed. However, the decision on the award must be based on the RFP that all bidders responded to. Attorney Welch stated the County is obligated to make the decision on information received.

Commissioners discussed a time period of the proposed contract which will be for one year with automatic renewal unless either party notifies the other that they do not intend to renew the

contract. Attorney Welch recommended evaluating the performance of the provider over the year to see how they perform and suggested obtaining periodic updates on response times.

Commissioners stated the information will be presented at tonight's called meeting with a recommendation to accept the proposal from highest scoring provider and to begin contract negotiations.

### BOARD OF ELECTIONS

Commissioner Henry Craig reported there are only twenty-four counties in the State that have probate judges that serve as elections superintendent. Probate Judge Blackwell no longer wishes to serve as Elections Superintendent; he wants to focus on the duties he was elected to perform as Probate Judge. Conducting elections has become much more complicated and time consuming in order to comply with all the regulations. Commissioner Craig stated he felt the County should begin the process of looking into the establishment of a Board of Elections while Judge Blackwell is here to provide guidance. He reported that in the future the State will mandate counties to have a Board of Elections, and he thinks it is best to move forward before the State mandate. Commissioner Craig stated that if the County is going to pursue a Board of Elections this year, now is the time to begin the process since the change will require local legislative action. He said he sent Commissioners and staff examples of how other counties have implemented their Board of Elections. Commissioner Craig recommended ACCG staff provide assistance to the County regarding this matter.

Commissioner Sammy Hall suggested a committee of two Commissioners; Probate Judge Blackwell and ACCG representatives meet to determine the best way to go about establishing a Board of Elections. Commissioner Kendrick Butts asked how the members of the Board of Elections would be elected. Attorney Andy Welch responded members are not elected they are appointed, and the language creating the body will control how this would happen. He stated the legislation must be clear as to how appointments are made, removed and how a replacement is made. He stated the basis for removal must be measurable and language should be included that has been used as quantifiable standard.

Attorney Welch agreed ACCG would be a great resource since they have experience in this, and the probate judge will also bring immeasurable knowledge. The Local Delegation will pass this so the legislation needs to be introduced as soon as possible. Legislation has to be signed by the Governor this February.

Commissioners Kendrick Butts and John Westmoreland agreed to serve on a Planning Committee along with Probate Judge, ACCG representatives and the County Attorney for the establishment of a Board of Elections.

Attorney Welch stated notice of the Committee Meetings must be published as public meetings, open to the public and minutes must be maintained as they are with all other public meetings of the County.

Commissioners Craig and Hall stated the committee should begin work on this matter as soon as possible with a report being made to the Board no later than the first meeting in December.

## TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (TSPLOST)

Staff reported a flyer is going out with water bills providing information to educate citizens on the upcoming TSPLOST election. The information will be for educational purposes only – date of election and projects to be done.

Commissioner Craig recommended that Commissioners and staff address civic groups such as Rotary and Kiwanis and also make a presentation at Eggs & Issues.

## GPS IN COUNTY VEHICLES

Assistant County Manager Dawn Hudson reported she has obtained pricing to install GPS in County vehicles and all heavy equipment except for vehicles of the Sheriff's Department. She reported Verizon presented the lowest cost of \$20,000 per year. Commissioner Craig asked how quickly this could be done, and Ms. Hudson estimated that it would take a couple of months. Chair Emily Davis asked if employees would be informed of this. Attorney Welch stated this should be added to the County personnel policy that vehicles may or may not be equipped with GPS equipment. Commissioner Hall asked if there should be a certain value of equipment that has GPS and asked if the County wants to do this at \$20,000 / year. Commissioner Hall stated the only benefit to the County is for investigative purposes, and this information would be used when a report of misuse is noted.

Assistant County Manager Hudson reported it would be only for a few months this year, and costs would have to be included in the upcoming budget. She stated she will present a more accurate cost to the Board at a later date.

## UPDATE ON CAMERAS AT COUNTY FACILITIES

Assistant County Manager Dawn Hudson reported that after the senior center and water department warehouse got vandalized the County began the process of installing security cameras at County facilities. She stated the Collins P. Lee will be added later during its construction. She reported the County has the capability to capture frames etc. as long as it is done before the film is recorded over. The cameras are on a seven-day loop after which time the previous period is recorded over. Commissioner Westmoreland asked the cost for installing the cameras. Ms. Hudson responded the cost will be \$10,000 for senior center & \$10,000 for water department warehouse. County Manager Tobar clarified the vandalism was to the 4H bus parked in front of Senior Center.

## PROPERTY STANDARDS ORDINANCE

County Manager Tobar reported the comment received at the previous public hearing was made by Tina Behne and related to the enforcement of only rental properties.

Commissioners discussed the fact that if an inspector finds property to be substandard a landlord could possibly evict renters. Apprehension was also expressed about other unintended results of the ordinance.

Commissioner Butts stated he has had people call him that the landlord kicks them out anyway if tenant complains. Commissioner Craig stated the County does not have a standard to make this legal and effective.

County Manager Tobar stated he felt this is a life and safety issue.

Attorney Andy Welch stated portions of the ordinance should be removed such as inadequate lighting, inadequate sanitary facilities, inoperable locking doors and windows and others portions need further clarification as they seem subjective, i.e. defects in railings, dilapidation; mold or fungal growth, HVAC not working properly, leaking pipes, inadequate sewer and water ventilation, bedbugs/roaches.

Commissioners further discussed the ordinance and some stated they did not agree with the extent of the ordinance.

County Manager Tobar stated he would take the Attorney's suggestions and narrow down the Ordinance before bringing it back to the Board.

Commissioner Craig stated the County hasn't had landlords at a public meeting to make suggestions of what needs to be corrected, and he felt this would be a good idea.

Attorney Welch stated the County cannot require landlords to get a permit or license in order for properties to have to be inspected. However, landlords that are not willing to make repairs know if they do renovations they must get a permit & inspection. He stated the language regarding inspections specifies that it must be complaint driven; owner has to be notified in advance; secure a warrant to inspect in order to protect landlords' rights

Commissioners discussed the definition of complaint driven. Attorney Welch responded that after a complaint is received an officer goes and talks to complainants and seeks a warrant for inspection.

County Manager Tobar stated he and Attorney Palmer have been working on procedures to address this. Commissioner Hall stated everything should be documented related to each situation so if the County has to go to court they will have taken proper steps and have records of what a landlord was told must be done.

Attorney Welch stated some cities / counties place a public nuisance sign at the property; take pictures and have a person that puts a notice up signs an affidavit.

Sewer Tap - Discussion was held regarding a sewer tap made into the County system without paying a tap-on fee. Attorney Welch stated this is theft of public services and failure to pay a tap-on fee is a violation.

### MASTER METERING

Assistant County Manager Dawn Hudson presented background information on master metering. She stated that through review of water billings there was a large amount of outstanding debt specifically in trailer parks. She stated a tenant moves in and during the first month the tenant has a huge water bill; tenant moves and the same thing occurs with next tenant. The County looked into what other counties do about this problem and it is handled through master metering. Ms. Hudson stated there are landlords who won't repair water lines, and the cost is passed on to the tenant; tenant then moves and leaves a large water bill. Attorney Welch stated a compliant was filed with EPD on this matter. There is no Georgia Regulation concerning Master Meters.

Commissioners discussed the fact that the lines in some of the older parks were installed by the County many years ago. If the County moves the water meters back to the right-of-way, who is going to be responsible for the cost of running water lines from the meters to the house.

Attorney Welch responded this situation could vary among mobile home parks. Were easements given? Are there prescriptive easements that the County installed public utilities and maintain them?

Commissioner Westmoreland stated his concern is who will pay for moving meters and to what extent is the County providing new meters and connections to mobile homes from meters. Attorney Welch stated the County could not provide connections to homes because it is in essence a gratuity; running lines onto private property would be a gratuity. Attorney Welch stated the County would need a narrowly defined easement to put in new meters and lines. There will be a large cost to the County; however, the benefit is the upgrade to the water system.

Attorney Welch recommended Commissioners adopt the proposed change in the policy as discussed. He stated the County should continue what it is currently doing. If a park is on a master meter, it will stay on master meter. An easement would need to be acquired from the property owner for the County to run new lines and place new meters that can be read by the County. He stated a report will be needed from the Water Superintendent regarding information on all mobile home parks to include the number of parks, meters and associated costs.

Attorney Welch stated he recommends the County adopt the revision to the policy that he drafted and set up alternative means of addressing situations. Future trailer parks will follow the new policy.

#### PUBLIC WORKS DEPARTMENT PROJECTS

County Manager Tobar asked for clarification on what the Public Works Department can do.

Commissioner Hall stated that department needs to spend time on roads. He stated more time is being spent other projects, and the department should concentrate more on our roads.

Commissioner Hall stated he is not in agreement with installing disposal boxes in the ground at convenience centers. It is the responsibility of Waste Management to keep boxes emptied. Commissioner Westmoreland agreed that it is not necessary to put boxes in ground because in a year or so those boxes will have to be replaced. He stated Waste Management trucks are also tearing up slabs at the centers. Commissioner Hall stated he feels Waste Management is not giving adequate response to County concerns. Attorney Welch stated he will review the Waste Management contract.

Commissioners Hall and Westmoreland stated the Public Works Department should concentrate on roads primarily and not so much on other projects; i.e., taking down trees along right of ways unless the trees are dead. Bushes and trees at intersections and overhanging limbs and trees should be cut down.

Commissioner Westmoreland asked if the County should hire more people for that department. Assistant County Manager Hudson stated Commissioners can look adding more positions during the budget process.

## SMITH SIBLEY HOUSE

Commissioner Craig stated he voted against the purchase of the property when this was brought to the Board years prior. The house on the property is deteriorating and after nine years nothing has happened at the industrial site. Now, the County Manager is discussing removing lights and cabinets out the house because they are of value.

Commissioner Craig recommended having an appraisal done on the house to see what the value is. Commissioner Butts responded that he feels it would be hard to sell a house in middle of development park. Commissioner Westmoreland discussed whether there is a way to deed the property to the Development Authority. Attorney Welch responded the County can put restrictions and covenants on the property.

Commissioner Craig stated he would like to know the value of the property as-is. Commissioner Hall responded he does not think an industry will locate there with the house as part of it.

Development Authority Director Jonathan Jackson stated he thinks it is inconceivable to cut this house out and build an industrial park around it. He believes it is deterring progress at the site. He reported a great deal of money has been spent on engineering and getting the property ready for development. Mr. Jackson stated he is aware of nothing to support that the house is good, and he would suggest getting rid of the house or donating anything valuable from the house and taking it down.

Mr. Jackson discussed the impediment the Authority faces of not owning the property and having to market it with third party involvement. He stated prospects want to move quickly and discretely on sites, and the involvement of the third party slows things down. He stated he wants to get the property back on tax digest.

Attorney Welch stated since the property was purchased with SPLOST funds, regulations mandate the County must own the property. Commissioner Hall stated Commissioners want to have some control of what type industry locates there.

Mr. Jackson reported that every time he answers RFI he has to identify that the property is not owned by Development Authority. He stated he has followed up with prospects about why the site wasn't selected, and the issue of the Development Authority not owning the property always comes up. Commissioners stated they need to have a list of things that are wrong with the site from both the Development Authority and prospects.

Mr. Jackson stated wetlands keep it from being marketed as a mega site. He stated wetlands credits are very expensive; but the Development Authority has this situation handled. He stated the house is the most clearly defined problem.

Attorney Welch recommended getting an appraisal. Other aspects of the house such as demolition, donation of useful items to non-profits or possibly using the house as a training tool for the fire department can be considered after appraisal information is received. He recommended looking at other options as to how the County can assist the Development Authority with this matter by giving the Authority more tools to work with. He stated a policy statement could be adopted by Commissioners regarding this. Mr. Welch continued he doesn't think the County can transfer ownership to the Development Authority but would look at legal options to make the property more viable.

Commissioner Craig felt the County should be looking at more opportunities and activities for retirees / seniors such as making facilities available to seniors at no charge. County Manager Tobar responded the proposed park at the Government Building will have low impact stations that can be utilized by seniors.

Green Lights for Veterans – Commissioner Craig stated NACo is inviting the nation's counties to join Operation Green Light and show support for veterans by lighting buildings green from November 6 -12. Shining a green light will let veterans know they are seen, appreciated and supported. He requested a Proclamation be placed on the October 3<sup>rd</sup> Agenda supporting Operation Green Light.

### AIRPORT HANGARS

County Manager Tobar reported there are multiple plans related to the Airport. He stated the Five-Year Comprehensive Plan Economic Development section, which was discussed at public hearings, includes additional hangars. He stated Commissioners voted on the CIP, and a work session was held specifically on the east apron project. Approval of the CIP is a requirement for compliance in order to receive FAA funds. He reported that before the West Apron project was completed until now, negotiations have been ongoing between developers who have rights of first refusal on additional hangar construction.

Commissioner Hall stated currently there are only place holder agreements so negotiations can continue for lease agreement for construction of hangars. County Manager Tobar reported there is only enough property for five hangars. Commissioner Hall said he felt the five hangars should be constructed where there is space now; There is no guarantee the County will get money for the lower section.

Commissioners discussed whether there are legal binding agreements on the two additional hangars and if a possibility exists to the County for legal issues. County Manager Tobar responded there are only place holder agreements.

Attorney Welch stated he would prefer to review the entire ordinance and do further research on all documents. He reported the Land Use Ordinances are not applicable to public property owned by government entity. He said the County does not have to follow its own ordinance relevant to the Airport. He discussed what procedures must be followed; but, now he is of opinion that it does not apply to the airport or the Board's decisions pertaining to airport.

Commissioners discussed the grant for the east apron project for a ramp where planes pull off and park. The Plan designating that apron is associated with building hangars. Whenever you approve an apron, a building follows. Attorney Welch stated the Board can vote to change the airport plan if they chose not to build the apron.

Commissioners expressed concern regarding the removal of trees on the east end. County Manager Tobar stated a landscape architect has designed a plan for the replanting of more appropriate trees and vegetation where the trees have been removed.

Attorney Welch concluded by stating presuming there are no legal issues, and the County does not have to adhere to the Land Use Plan, at this time he does not see any benefit to the County in dis-banning the Airport Advisory or returning any grant funds. It is the Board's decision whether or not to continue or amend the plan.

EXECUTIVE SESSION

Commissioner Henry Craig made a motion to adjourn into Executive Session at 3:30 p.m. to discuss threatened litigation. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

RECONVENE PLANNING MEETING

Commissioner Henry Craig made a motion to reconvene the regular Planning Retreat Meeting at 3:40 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the Board Planning Retreat Meeting at 3:40 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis  
Chair

Cynthia K. Cunningham  
County Clerk



**BALDWIN COUNTY COMMISSIONERS  
WORK SESSION  
October 3, 2023  
1601 N Columbia Street, Suite 210  
4:00 PM**

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**MINUTES**

**MEMBERS PRESENT**

Emily Davis  
John Westmoreland  
Kendrick Butts  
Henry Craig  
Sammy Hall

**OTHERS PRESENT**

Brandon Palmer  
Carlos Tobar  
Dawn Hudson  
Cindy Cunningham

**CALL TO ORDER**

Chair Emily Davis called the Work Session to order at 4:00 p.m.

**ADMINISTRATIVE / FISCAL MATTERS**

**Recreation Department**

Assistant County Manager Dawn Hudson reported the Milledgeville Pickleball Club has offered to help the County resurface the pickleball and tennis courts by raising \$80,000 which is one-half the estimated cost of resurfacing all the courts and replacing the nets. Ms. Hudson stated they are requesting the County match dollars raised by the Club in order to complete the renovation of the courts. She also reported the Pickleball Club has presented a proposal to the County to assist with pickleball activities, and this proposal has been given to the County Attorney for his review.

Recreation Director Traci Bowden reported the Club has approached her about a Partnership Agreement whereby a group of volunteers will assist in managing the pickleball program. She stated the County Recreation Department has historically worked with associations to help run various programs at the department.

Commissioner Henry Craig stated he has no objection to a financial partnership with the Pickleball Club to refurbish courts; however, he is opposed to the Club helping manage the Recreation Department pickleball activities. He stressed all scheduling should be done through the Recreation Department; and unless the courts are specifically reserved, everyone should have access to the County courts.

Commissioner Sammy Hall agreed that all programs and activities should be approved by the Recreation Department staff prior to taking place. The Department must control all recreation activities.

Commissioner John Westmoreland agreed everyone should be allowed access to County facilities.

Mr. Donald Smith addressed the Commissioners stating the Club gets approval from the Recreation Department prior to activities, and no one is denied access to the courts to play.

Commissioner Kendrick Butts stated pickleball activities by the Club should be handled as other activities, i.e., liability insurance and security to be provided by the group. He reported he has not seen the proposed agreement and would not speak on it.

Mr. Steve Franks stated the morning group of players are interested in recreational play rather than league / tournament play. He asked that the recreational players be allowed access for afternoon and evening play.

Assistant County Manager Hudson stated the agreement is not being presented for discussion at this time since the Board and County Attorney must review it and make any changes / corrections.

Commissioner John Westmoreland stated he does not agree with any stipulations being attached to funds for resurfacing.

Ms. Harriett Morris stated she has an active interest in the program as a recreational player. She feels everyone should be given equal opportunity for play and is opposed to anyone other than the Recreation Department having influence or control of the program.

Commissioner Kendrick Butts stated there are two Commissioners on the Recreation Committee and they should be involved and informed about what happens with the Department.

Mr. Dave Morris expressed his concern with the proposal to operate and manage programs at the facility. He stated there should be a reasonable solution for all.

Director Traci Bowden commented she felt both groups could work together, and the Department would be able to handle scheduling of activities and availability of courts.

Assistant County Manager reported a recommendation was made to relocate the tennis courts to the future park at the Government Building. She stated the plans for the future park would only accommodate one tennis court. Commissioners Butts, Hall and Westmoreland voiced opposition to moving the tennis courts from Recreation Department. They recommended refurbishing all courts and leave two courts for only tennis and the others could be used for pickleball.

Track

Chair Emily Davis requested that the track be dedicated to an individual who has been involved with the track program for many years.

Commissioner Sammy Hall responded the County has a policy to address naming County facilities, and it states that facilities are not named after living persons. He asked the County Attorney to research options to recognize individuals for such.

**ADJOURNMENT**

Commissioner Henry Craig made a motion to adjourn the Work Session at 4:50 p.m. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis  
Chair

Cynthia K. Cunningham  
County Clerk



**BALDWIN COUNTY COMMISSIONERS  
PUBLIC HEARING**

**October 3, 2023  
1601 N Columbia St, Suite 220  
5:00 P.M.**

**MEMBERS PRESENT**

Emily Davis  
John Westmoreland  
Kendrick Butts  
Henry Craig  
Sammy Hall

**ALSO PRESENT**

Brandon Palmer  
Carlos Tobar  
Dawn Hudson  
Cindy Cunningham

**CALL TO ORDER**

Chair Emily Davis called the Public Hearing to order at 5:00 p.m. She stated the purpose of the Public Hearing is to present proposed amendments to the Baldwin County Code of Ordinances and to obtain public input on the proposed amendments.

County Manager Carlos Tobar opened discussion on sections of the Code as follows:

Article V: Property Standards-Section 18-105; 18-107; 18-201; 18-207; 18-261.

County Manager Tobar reported a comment was received at the previous public hearing regarding Section 18.261 not clearly addressing “rental” property only. He stated revisions have been made to pages 8 & 9 to specify enforcement on “rental” buildings only. Under Section 18-261 Enforcement - Certain conditions to enter properties by enforcement officials are outlined as well.

Commissioner Sammy Hall reported he had spoken to the Solicitor General regarding prosecution of violators. He stated he could not support the proposed ordinance revision. He stated there are two other avenues for tenants to address these issues; i.e., Health Department and Magistrate Court. Vice Chairman John Westmoreland agreed. Commissioner Kendrick Butts reported he receives numerous calls from citizens who are living in substandard rental units, and he feels the County should do something to assist tenants. Commissioner Henry Craig suggested a meeting with business organizations and landlords to further review the proposed amendment.

Ms. Cindy Humphrey, 158 Simpson Proctor Lane, stated she felt there has to be mutual responsibility from both tenant and landlord. The tenant has responsibility to notify landlord of things that need to be repaired and landlord also has responsibility to repair the property.

Mr. Anthony Byrd, 1863 Vinson Highway, stated renters are allowed recourse by making repairs and deducting the amount from their rent payment.

Mr. Timothy Evans, 237 Stembridge Road, stated the previous Code Enforcement Officer was diligent in making sure trash from the roads was removed promptly.

Chapter 34: Offenses and Miscellaneous Provisions-Section 34-76, 34-77.

Mr. Tobar stated this chapter deals with Urban Camping making it unlawful for any person to set up tents, shacks, or any other temporary shelter on County or State property for the purpose of overnight or daytime camping without expressed written permission. It shall be unlawful for any person to leave any movable or temporary structure that could be used for

overnight or daylight camping on County property outside the County property’s hours of operation.

Ms. Stephanie Jett expressed her opposition to the Ordinance regarding Urban Camping. She stated this criminalizes homeless persons turning them into criminals due to the fact that they have no place to live.

Chapter 14: Unified Animal Control Ordinance-Section 14-37.

County Manager Tobar reported this section states it shall be unlawful to willfully and knowingly make a false, fictitious or fraudulent statement or representation to an animal control officer or other County employee regarding an animal.

Ms. Pam Peacock, 196 Montego Bay Road, stated she felt the proposed change in this ordinance will not work since reports are made through voice mail to Animal Control with no call logs of calls received. Also, there is no GPS in vehicles that track whether Animal Control actually responded to a call. She expressed concern about who and how a statement would be determined as false, fictitious or fraudulent.

Chapter 58: Utilities-Section 58-33.

Mr. Tobar stated this section deals with special metering requirements; i.e., master meters.

The following citizens provided comments on the proposed amendment:

Tyree Adams, 322 Colony Farm Road, stated master metering of mobile home parks puts landlords in the position of serving as utility operators who sell water but are not trained in testing, etc. causing tenants to drink unsafe water.

Jim Bonner, 218 Highway 49 West, Capitol Mobile Home Park, stated the County should change out meters to remotely read meters He stated master metering has forced park owners into utility company business and now County wants owners to pay to get lines to right-of-way.

Jermaine Johnson, 105 Harrisburg Road, questioned landlord’s liability when a tenant does not pay their water bill and landlord cuts water off. He stated when he doesn’t pay a master meter bill for property water the County cuts off the water.

Anthony Byrd, 1863 Vinson Highway, Southwood Trailer Park, expressed concerns about costs to mobile home parks, and that park owners did not request master meters. He stated if he doesn’t pay the bill for the park, the County cuts off the park’s water but won’t let him cut off water to the tenant.

Brandi Rollins, 1863 Vinson Highway, stated master metering is a concern. She feels rules and guidelines should have been studied more before this was done and requires further discussion. She stated this is not fair to landlords.

Timothy Evans, 237 Stembridge Road, stated Magistrate Judge Geeter told him he could not turn off a tenant’s water service. He said he felt the County replaced good water meters with cheap meters. He says EPD said master meters cannot be used, and he wants it back the way it was.

**ADJOURNMENT**

Commissioner Henry Craig made a motion to adjourn the Public Hearing at 5:40 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis  
Chair

Cynthia K. Cunningham  
County Clerk



# BALDWIN COUNTY COMMISSIONERS REGULAR MEETING

October 3, 2023  
1601 N Columbia St, Suite 220  
6:00 P.M.

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## MINUTES

### **MEMBERS PRESENT**

Emily Davis  
John Westmoreland  
Kendrick Butts  
Sammy Hall  
Henry Craig

### **OTHERS PRESENT**

Bandon Palmer  
Carlos Tobar  
Dawn Hudson  
Cindy Cunningham

### **CALL TO ORDER**

Chair Emily Davis called the Regular Meeting to order at 6:00 p.m.

### **INVOCATION**

County Manager Carlos Tobar delivered the Invocation.

### **PLEDGE OF ALLEGIANCE**

Baldwin High School JROTC presented the colors and led the Pledge of Allegiance.

### **PRESENTATIONS**

County Manager Carlos Tobar read a Proclamation honoring and paying tribute to the Georgia Military Veterans' Hall of Fame and proclaiming November 4, 2023 as Georgia Military Veterans Hall of Fame Day.

Commissioner Henry Craig read a Proclamation declaring Baldwin County's participation in Operation Green Light for Veterans and further proclaiming October through Veterans Day as a time to salute and honor the service and sacrifices of men and women in uniform transitioning from active service. Operation Green Light for Veterans encourages the display of green lights in a window of a business or residence from November 6<sup>th</sup> through November 12, 2023.

### **APPROVAL OF MINUTES**

Commissioner Kendrick Butts made a motion to approve the minutes of the September 15, 2023 Public Hearing, September 15, 2023 Regular Meeting and September 26, 2023 Called Meeting as submitted. Commissioner Sammy Hall seconded the motion and it passed unanimously.

### **ADMINISTRATIVE / FISCAL MATTERS**

#### **Workforce Innovation and Opportunity Act (WIOA) Grant Awards**

Assistant County Manager Dawn Hudson presented two WIOA grant awards for the Adult Programs. The first Adult Program award, in the amount of \$138,699, is for the period July 1, 2023 – June 30, 2025. The second Adult Program award, in the amount of \$100,000, is for the period July 1, 2023 – June 30, 2024. The Dislocated Worker Program award, in the amount of \$250,000, is for the period July 1, 2023 – June 30, 2024.

Commissioner Henry Craig made a motion to accept all three (3) WIOA grant awards as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Alcoholic Beverage License

County Manager Carlos Tobar presented an application for a Retail Liquor Alcoholic Beverage License for Andy's Bottle Shop, 2806 North Columbia Street, Suite C. Mr. Tobar reported all legal requirements of the application process have been met.

Vice Chairman John Westmoreland made a motion to approve the application for Retail Liquor License for Andy's Bottle Shop as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Resolution Authorizing Filing of Section 5311 Transit Application

Assistant County Manager Dawn Hudson stated that as part of the application process for the 5311 Transit Program the Board must approve a Resolution authorizing the filing of the application with the Department of Transportation and authorizing the Chair to execute all related documents including certifications and standard assurances, Minority Business Enterprise DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures. Ms. Hudson requested adoption of the Resolution for submission with the grant application.

Commissioner Kendrick Butts made a motion to adopt the Resolution as presented. Commissioner Henry Craig seconded the motion and it passed unanimously.

A copy of the Resolution is herewith attached and made an official part of the minutes at pages \_\_\_\_\_ and \_\_\_\_\_.

Airport Capital Improvement Plan (CIP) and Hangar Agreements

County Manager Carlos Tobar presented the five-year Airport Capital Improvement Plan (CIP). Mr. Tobar discussed specifics of the plan including the East Apron project; the Terminal Apron Expansion project, and the Lower Ramp project. Mr. Tobar displayed a slide presentation showing the airport layout and projects in various stages. Mr. Tobar stated the CIP is a requirement of the Federal Aviation Administration (FAA). He stated a project must be included in the CIP to receive federal and state funding.

Commissioner Sammy Hall expressed concern about the Lower Ramp project as well as the East Apron project and stated he will have difficulty supporting the \$6.5 million projects at this time. He stated more discussion was needed to determine exactly how much the Airport should be expanded. Vice Chairman John Westmoreland concurred and stated he is not in favor of the expansion at this time. Commissioner Henry Craig agreed there are matters related to the Plan that need to be discussed further. He stated there are financial obligations and possible legal consequences of decisions on the CIP. Commissioner Kendrick Butts asked if there are other options. Commissioner Hall asked if this can wait another year. County Manager Tobar responded the County will have to put a pause on everything that is in place now. He stated it is the Board's decision if they want to delete the projects from the CIP. Commissioner Craig stated he felt the Board needs to give further consideration to these issues. County Manager Tobar stated there are significant financial obligations based on what the County has already done.

Commissioner Henry Craig made a motion to table the Capital Improvement Plan until further discussions can be held. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Citizens addressed the Board expressing concerns with the East Apron project and the construction of additional hangars. Speakers discussed concerns including potential health hazards; disruption of their peaceful neighborhood, fumes from jet fuel, decrease in property values, fuel runoff, noise, and other negative impacts.

The following citizens addressed the Board on this Agenda Item: David Bellew, Joan Crumpler, Susan Libendiger, Richard Bilz, Melinda Brewer, Christina Ward, Steve Comer, Tena Wheeler, and Ricky Giles.

Mr. Scott Edens, President and CEO of Fouts Brothers, addressed the Board stating there is a definite need for more hangars at the Airport. He stated the construction of a new hangar for his company is a project he has worked on with the County for months based on the CIP. He reported the hangar is a Fouts Brothers business development tool that will allow the company to bring in customers and suppliers.

Mr. Tobar discussed Hangar Agreements 4 & 5. He stated these hangars are not part of the CIP since this project has been completed. Discussion was held regarding Commissioners' concerns with leasing hangars and subleasing hangars to unknown companies. Assistant County Manager Dawn Hudson responded the practice of the County leasing ground space to private entities had been done for a number of years. Commissioner Henry Craig stated he could not support the lease agreements at this time since he was not aware of the provisions in the agreements.

Commissioner Henry Craig made a motion to table this matter until a later date to allow for further review by the Board. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Old Business

There was no Old Business to come before the Board.

New Business

There was no New Business to come before the Board.

**COUNTY MANAGER'S REPORT**

There was no County Manager's Report to be presented to the Board.

**PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS**

Ms. Deb Campbell, 139 Kenan Drive, expressed appreciation for the hard work of Animal Control Department employees and the many volunteers during the recent situation involving a potential dogfighting ring. She stated the team of employees and volunteers worked diligently throughout the night to retrieve, transport, process, intake and provide housing for twenty-five dogs.

Ms. Elizabeth Campbell, 112 Newport Road, discussed the proposed walking path in the Airport area. She stated certified letters were sent to neighborhoods around the path; however, adequate, detailed information was not provided about the walking path. She stated it would be most beneficial to residents to have more knowledge so their questions could be answered about the proposed project.

Ms. Cindy Humphrey, Simpson Proctor Lane, requested discounted spay and neuter programs/opportunities for pet owners. She stated there are too many animals that are not being taken care of; therefore, there are a large number of animals being born, and our shelters are overcrowded.

Ms. Susie Harper Marshall, 196 Frazier Drive, SE, requested County assistance to address dangerous conditions at the intersection of Youngblood Road and Vinson Highway. She stated grass, bushes and trees need to be cut. She also stated she has a drainage problem that is causing water to run into the foundation of her house.

**ADJOURNMENT**

Commissioner Henry Craig made a motion to adjourn the Regular Meeting at 7:35 p.m. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis  
Chair

Cynthia K. Cunningham  
County Clerk



# BALDWIN COUNTY PLANNING RETREAT

October 9, 2023  
202 South Main Street  
Madison, GA  
10:00 AM

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## MEMBERS PRESENT

Emily Davis  
John Westmoreland  
Kendrick Butts  
Sammy Hall  
Henry Craig

## OTHERS PRESENT

Brandon Palmer  
Carlos Tobar  
Dawn Hudson  
Cindy Cunningham  
Jason Kidd  
Josh Wright

### Call to Order

Chair Davis called the meeting to order at 10:05 a.m.

### Invocation

County Manager Carlos Tobar delivered the Invocation

### Administrative / Fiscal Matters

#### Master Meters

County Manager Tobar presented background information regarding master metering at mobile home parks.

Water / Sewer Superintendent Jason Kidd stated he is glad that County has master meters since landlords take care of leaks in parks rather than continuing to let them run on the ground and the county suffers economic losses. He stated there are some tenants that would run up a water bill and not pay them, put water account in another person's name leaving the County with unpaid water bills. Parks are using less water since leaks are being fixed. He stated some trailer park owners are upset because they do not want to repair lines in the park. He asked to what extent does the County want to go to address the situation of master meters or the large amount of unpaid debt?

Attorney Brandon Palmer reported that what was agreed to with EPD was meters would be set for each residential unit. He stated existing parks can be grandfathered in as of date of acceptance of proposed amendment to the Ordinance. Also, parks not on master meters will be grandfathered in as well. This would allow park owners to change to individual meters at their own expense. It will be up to the County to decide who will pay expenses to run lines to meters. Will be expensive to park owner OR to the County.

Commissioner Kendrick Butts asked what the difference is in how much the County was losing before and losing now with master meters? Assistant County Manager Dawn Hudson responded approximately \$10,000 before master meters; now the County is not losing any money.

Mr. Kidd stated Individual meters were donated to park owners with meters read by owners. Residents can move to another location if they do not agree with the master metering of their dwelling.

Commissioner Kendrick Butts asked how the County can remedy the situation because he does not agree with master metering. Commissioner Sammy Hall agreed that this can present problems; however, if a master meter is not used, landlords are not reading meters and individuals are not paying bills then the County is losing money

Mr. Kidd presented Commissioners with amounts of money lost on various parks throughout the County stating the County has to purchase the water whether it collects for the sale to customers. He reiterated the fact that with master meters consumption is less. Jason met with each park owner and talked to them about master meters and helped them fix their problem. One argument by park owners is they say they are becoming utility providers by the "resale" of water.

Attorney Palmer stated adopting the ordinance will get the county in compliance. Sixteen parks are master metered and they may continue to have master meters. Commissioner Kendrick Butts has no problems with ordinance.

Discussion was held regarding who is going to pay for running waterlines to right-of-way. Assistant County Manager Hudson stated it would cost the county over ½ million dollars to get meters on right of way and all lines run to them.

County Manager Tobar stated individual meters will be installed on the right of way to park owners. He stated the rate schedule is included when the budget is approved annually.

Attorney Palmer confirmed that everyone agrees with proposed amendments to the Ordinance which will be presented at a future meeting for approval. He summarized that water service, from this point forward, shall be for individual units; existing master meters already installed may continue in that way; however, if a landlord chooses to go back to individual meters the park owners must pay to run lines inside their park to the county's meter on the right-of-way.

Commissioner Henry Craig asked if those mobile home parks that are not on master meters presently can choose to go to master meters. Attorney Palmer responded no that unless they are currently on a master they can't switch to master meters.

Commissioner Kendrick Butts again stated that he wants to know the difference in costs for those parks on master meters and those not on master meters.

County Attorney Brandon Palmer read Section 58-33 (a)(2) stating that water service shall be furnished to mobile home parks through meters to each residential unit; provided however that mobile home parks in existence as of (date adopted) and which then did furnish water service through master meters may continue to do so according to the County's standards and specifications. All water service furnished to mobile home parks shall be charged at appropriate rates established in the schedule of rates, fees and penalties. Individual water meters must be placed on the County right-of-way, unless deemed wholly impracticable by the Director of Water/Sewer, and its placement must be approved by the Director of Water/Sewer for Baldwin County. All costs incurred inside the mobile home park to route the water lines to the County right-of-way will be at the expense of the mobile home park owner.

### Airport Improvement Plan

County Manager Tobar reported he asked Holt Consulting to prepared the lower ramp study. It cost almost \$42,000 90% of which would not be reimbursed if the project is cancelled. The county is paying Holt Consulting \$140,000 for the east apron. \$119,000 is what the County will not be reimbursed by grants, and would cost \$200,000 in lost annual revenue if the project is cancelled. Sammy Hall asked why we can't build these east apron hangars on the WEST end. Two airport hangars will go on that end. County Manager Tobar stated the West apron cannot accommodate the sizes. The prospective developers for the WEST apron hangars have invested to get engineering done. Had given them right to come back and do rest of drainage, paving. Understanding was that the amount of money they put in would be "paying up front" for their hangars. Lease says hangar must be used for a plane at our airport; sublease – repair shop; lease for transit plane there for only a few days; pay us for the airplane or a percentage of what they are going to do in hangar. County Manager Tobar explained that West Apron Project had to be rebid because the engineers before Holt Consulting didn't have DBE participation. Arcilla Mining bid the second time and was the low bidder. Commissioner Sammy Hall asked if we didn't allow Arcilla Mining to use that property we would pay Arcilla \$81,000 which would make us square. Jim Wolfgang stated if we take federal money; assurance #22 states we will not discriminate against anything or anyone. We would have no strong reason to say that you can't build there. What would the reasons be? FAA will have no reason to support to allow restricting use of airport.

Commissioner Craig stated the Smith's spent \$41,000. Until Smith has signed lease, they can't sign with sublease. Commissioner Hall stated he received an email yesterday from Ms. Crumpler. She says east apron is not mentioned in CIP until last year. County Manager Tobar stated that five years ago there was a consensus that the County was not going to invest in hangars. It would be a public – private partnership. Commissioner Craig state we are discussing east apron hangars. Emotional situation with residents expressing concerns about health issues. We are required to let any airplane land and takeoff. Same thing is going to happen. Whether the airplane is hangared somewhere or here, it will be the same thing. Always been an "eyesore" in

the neighborhood. They bought or built houses at airport. Hangars are “overly visible”. This is economic development; should not get in way of east end apron hangars; do it sooner than later. Because it is Economic Development we should do it. Will bring jobs. Build the road to ramp. For moving it forward. Airplanes are going to be there anyway. Only hangar is issue. County Manager Tobar stated GDOT’s advice is to put in CIP that environmental assessment study will be done. Citizens will have a 30 day comment period; citizens can make comments to GDOT. GDOT will be responsible to receive comments; GDOT will determine if there is FONSI.

Chair Davis concurred with Mr. Craig. Jim Wolfgang stated the head of GDOT aeronautical division said this is not his first rodeo. He recommends having an open comment period after the environmental assessment is done. GDOT has stepped up to help us / Stantec has also. Taking away emotional aspect and Smith/Welch legal, we are much better off than we were before. County Manager Tobar stated we should not answer any questions, let GDOT answer questions/complaints. Just let them say it & don’t try to justify an answer. County Manager Tobar stated he has been threatened; citizens have been ugly towards him. Jim Wolfgang stated County Manager Tobar received treatment that no one should receive. County Manager stated he received a text from Heather Edens who asked that the Fouts Brothers expansion story on Facebook be taken down because she has 3 teenage children and she was worried about bullying. Jim Wolfgang stated a lot of people on petition will not be able to see the hangars; maybe 11 houses; 6 houses max that are really affected. Jim Wolfgang said it will be beautiful with 8’ trees and other landscaping. He further stated both GDOT & FAA are trying to find ways to increase economic development through construction of hangars. County Attorney Palmer said section 16.43 (t) says land use code shall not apply to construction by state or county. Not enforceable against county. GA supreme court says county can do things that are not in compliance with ordinance.

Commissioner Hall said he wants to limit the number of hangars. Would prefer to see hangar construction in phases.

#### Salary for Chairman – 2025

County Attorney Palmer stated that state law sets forth how compensation is set. If this Board chooses to take action regarding compensation for the Chair at another rate, it would take effect with the next Board cycle. Action on this matter would have to be taken before candidate qualify to run for that term. County Manager Tobar stated counties of similar size were polled and for those counties there is an average of approximately \$200.00 more per month for Commissioners who serve as Chair. Commissioner Henry Craig recommended a monthly stipend of \$150.00 per month for the Chair.

County Attorney Palmer stated if a change is made he will prepare the notice which must be published at least one time per week for three consecutive weeks preceding the meeting where action is taken.

### Other Business

Vice Chair John Westmoreland discussed the condition of the pickleball and tennis courts. He said the courts are a hazard and need to be fixed not just refurbished. He also discussed drainage issues around the courts that must be fixed before someone has an accident and get injured. Commission Hall stated he felt whatever it took to get the courts fixed should be done. County Manager Tobar said he will set up a meeting with Recreation Director.

Commissioner Kendrick Butts discussed the firing of an employee who was terminated because the job was no longer needed.

### Adjournment

Commissioner Henry Craig made a motion to adjourn the meeting at 12:55 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis  
Chair

Cynthia K. Cunningham  
County Clerk

Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011

REGION: 06

GRANT NO: 31-23-23-06-011

FAIN: 23A55AW000013

TOTAL FUNDS: \$ 163,804  
Admin not to exceed: \$ 16,380

GRANT PERIOD:

FROM: 07/01/2023

THRU: 06/30/2025

GRANT YEAR: PY 2023

PROGAM TITLE/TYPER: I Dislocated Worker Program

CFDA NO: 17.278

This award is hereby made, in the amount and for the period shown above, from a grant under the Workforce Innovation and Opportunity Act (P.L. 113-128), as amended, to the above mentioned recipient, and in accordance with the Workforce Innovation Plan project application. This award is subject to any attached assurances, revisions, special conditions, or waivers.

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia's Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

This grant becomes effective on the beginning of the grant period, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Grant Award and any of the attached properly executed revisions, waivers and special condition statements are returned to OWD.

- This award is subject to Certification Regarding the Role of the Local Grant Recipient
- This award is subject to Subrecipient Designation (if applicable)
- This award is subject to Liability Waiver
- This award is subject to Certification on Nondiscrimination and Equal Opportunity Requirements
- This award is subject to Certification Regarding Drug-Free Workplace Requirements
- This award is subject to Certification Regarding Debarment and Suspension
- This award is subject to Certification For Lobbying
- This award is subject to Statement of Assurances
- This award is subject to special conditions (attached)

Technical College System of Georgia  
Executive Director, Office of Workforce Development

Date Executed

I, \_\_\_\_\_ (typed) acting under my authority to contract on behalf of the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein, do hereby accept this Grant Award.

Date of Acceptance

Authorized Signature

Chairperson

Title (typed)

Page 5/2022

**HANGAR W-4**  
**GROUND LEASE AGREEMENT**  
**OWNER OCCUPIED HANGAR**

This LEASE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Baldwin County, Georgia, a political subdivision of the State of Georgia, of the first part, herein called "The Lessor", and Sinclair Property Management, LLC of the State of Georgia, of the second part, herein called "The Lessee".

**WITNESETH:**

That for and in consideration of the rents hereinafter provided for, and the covenants and agreements herein set forth, said The Lessor does hereby rent and lease to The Lessee, and The Lessee does hereby rent and lease from The Lessor, the parcel of land designated as W-4 in the attached "Exhibit A", together with all improvements to be placed thereon, including the right of ingress and egress thereto at all times upon the following terms and covenants:

- 1. TERM.** The base term of this lease is for a period of thirty (30) years commencing on the first day of December 2023, and ending on NOVEMBER 30, 2053, unless terminated as provided herein. After the base term, The Lessor shall have the option of:
  - A. Terminating the lease and purchasing the improvements located thereon for value of \$1.00 in which case this ground lease shall terminate at that time and The Lessee shall execute in favor of The Lessor such deed or Bill of Sale as shall evidence their sale of said improvements to The Lessor; or
  - B. Negotiate a new lease for an additional ten (10) years for the hangar and land rental for a fee to be agreed upon between the parties with ownership of land and building being with The Lessor.
  
- 2. BUILDINGS AND LAND.** The Lessee covenants and agrees to maintain the existing building (W-4) constructed upon the leased land, during the term of this lease, as an aircraft hangar being generally described as 75 FEET LONG AND 100 FEET WIDE for an approximate square footage of 7,500 SQUARE FEET plus a TEN (10) FOOT WIDE BUFFER around the building for a TOTAL SQUARE FOOTAGE of 11,400 SQUARE FEET. The Lessee further agrees to maintain the paved entry pad area at his/her expense.

**3. RENTS.** The Lessee shall pay to The Lessor, during the term of this lease, as monthly rental, in advance, on or before the first day of each and every month of the term of this lease the sum of (@\$.07/sq. ft x 11,400 sq. ft. = \$798/mo.) for the first five years and at a rate of (\$.07/sq. ft. x 11,400 sq. ft. x (1 + the cumulative CPI for the previous five years) for the next five years, and repeating to increase at each consecutive five year interval until the final contract date.

**4. UTILITIES.** The Lessee shall pay for all installation, maintenance and monthly service for water, electricity, gas, or other utilities used on said premises. The Lessor will grant to utility companies such easements as may be necessary to furnish said utilities to said premises.

**5. MAINTENANCE.** The Lessor shall not be required to make any repairs or any other improvements to the premises whatsoever. The Lessee, at its cost and expense, shall always maintain the leased premises in as good a condition as when received by The Lessee, and shall maintain the existing building to include periodic painting and repair as needed to present an acceptable appearance and appropriate for the use intended. At the expiration or termination of the term hereof, The Lessee shall surrender the premises to The Lessor in as good or better condition as when received by The Lessee, excepting only normal wear.

**6. USE.** Said premises shall be used as an aircraft hangar for aircraft storage. The Lessee must house plane(s) in the hangar that are registered and based at The Baldwin County Regional Airport. If The Lessee fails to have a based aircraft in the hangar for more than 3 months, a surcharge, in addition to the lease payments, of two (2) percent of the hangar valuation will be collected. The surcharge may be waived by The County if The Lessee demonstrates they are actively involved to acquire a replacement airplane. The Lessee will be permitted to rent aircraft space in the building as needed. The Lessee may utilize the services of the FBO as a rental agent upon agreement with the FBO for services rendered. The Lessee shall notify The Lessor of the details of such agent agreement. The Lessee may sublease space to a commercial enterprise with approval of The Lessor. The Lessee shall provide a copy of the proposed sublease for review prior to execution. The premises shall not be used for any commercial purpose without the prior expressed written consent of The Lessor. The Lessee shall pay The Lessor, at the end of each year, 5% of the yearly total income received from rental by non-based aircraft and/or a commercial enterprise. The hangar shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner which may create a nuisance or trespass. The Lessee shall be responsible to assure any sublease tenants comply with the attached "Exhibit B", *FAA Policy on the Non-aeronautical Use of Airport Hangars*.

**7. HOLD HARMLESS/ INSURANCE.** At all times during the lease term, The Lessee shall maintain at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death and property damage arising from the use, occupancy, disuse, or condition of the demised premises and adjoining areas, the insurance shall be carried by a company authorized to transact business in the State of Georgia, acceptable to The Lessor with the following conditions to be met: The insurance provided pursuant to this paragraph shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 yearly aggregate with a deductible not to exceed \$5,000.00 per occurrence, with The Lessor named and Fixed Based Operator as additional insured. In satisfaction of the foregoing requirements, The Lessee shall furnish to The Lessor by delivery to the County Manager, Certificates of all insurance required by this Section, with each policy to provide that coverage shall remain in full force and effect and may not be cancelled without ten days written notice of intent to cancel being given to The Lessor and The Lessee. The Lessee agrees further to indemnify and save harmless The Lessor, its members, agents, officers, and employees, and their successors and assigns and the Fixed Base Operator, its successors and assigns, individually and collectively, from and against all liability for injuries to persons or damage to property occasioned by The Lessee's construction of said hangar or its maintenance or use and by virtue of any incident arising out of the use and possession of said premises under or by virtue of this lease through any act or omission or through any negligence of The Lessee, its officers, agents, or employees or their successors or assigns otherwise. The Lessee further agrees to pay all expenses in defending against any claims made against The Lessor, provided however, that The Lessee shall not be liable for any damage, injury or loss occasioned by the negligence solely on the part of The Lessor, its agents, or employees. The Lessee shall give to The Lessor prompt and timely notice of any claims made or service of process in any suit concerning such injury or damage.

**8. INSPECTION.** The Lessor may enter upon the leased premises at reasonable hours to inspect the same for the purpose of seeing that The Lessee is complying with all its obligations hereunder.

**9. DEFAULTS.** If The Lessee defaults for ten (10) days after written notice thereof in paying said rent, or if The Lessee defaults for thirty (30) days after written notice thereof in performing any of The Lessee's obligations hereunder; or if The Lessee is adjudicated bankrupt; or if a permanent receiver is appointed for any of The Lessee's property, and such receiver is not removed within sixty (60) days after written notice from The Lessor to obtain such removal; or if, whether voluntarily or involuntarily, The Lessee takes advantage of any debtor's relief proceedings under any present or future law whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred, or if The Lessee

makes an assignment for the benefit of creditors; or if any of The Lessee's effects or interest in said premises shall be levied upon or attached under process not satisfied or dissolved within thirty (30) days after written notice from The Lessor to The Lessee to obtain satisfaction thereof; then, and in any of said events, The Lessor at its option may at once, or at any time during the continuance of such default or condition, terminate this lease by written notice to The Lessee, or without terminating this lease, enter upon and rent said premises to others at the best price obtainable or reasonable effort, without advertisement and by private negotiation and for such term as The Lessor shall deem proper.

In the event of such re-entering, The Lessee shall be liable to The Lessor for the deficiency, if any, between The Lessee's rent hereunder and the price obtained by The Lessor on reletting or in the event of such termination this lease shall be at an end.

Upon the exercise of either of said options by The Lessor, The Lessee will at once surrender possession of the premises and remove all The Lessee's effects therefrom; and The Lessor may forthwith re-enter the premises and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespass, forcible entry, detainer, or other tort. No termination of the term hereof shall affect The Lessor's right to collect rent for the period prior to termination.

**10. ASSIGNMENTS.** The Lessee may not, without the prior written consent of The Lessor, sublet the premises or any part thereof or assign this lease or any interest or rights hereunder. Upon written consent of the Lessor, the Lessee may sublet said premises or any part thereof or permit the use of said premises by any party according to the terms and conditions of this lease agreement and further according to the terms and conditions, rules, regulations, and ordinances affecting all tenants, licensees, and invitees of The Lessor's properties; provided, however, that The Lessee shall remain liable to perform all the terms and conditions of this lease upon any approved assignment or sublease.

**11. ALTERATIONS.** It is hereby agreed that during the term of this lease and any extension thereof, The Lessee shall be allowed to make necessary alterations and changes to the building constructed on said premises, to maintain and repair said building, including repainting as needed, provided the plans and specifications for alterations, and / or proposed paint color, are submitted to The Lessor and approved by it and do not expand the size of the building or required additional ground area for use or maintenance.

**12. ATTORNEYS' FEES.** If either party is required to take legal action to enforce or attempt to enforce any provision of this lease, then the party prevailing in said proceeding shall pay to the other party reasonable attorney's fees incurred in said action. What constitutes reasonable attorneys' fees shall be determined by the Judge of the Court in which said proceeding is pending upon application of either party.

**13. WAIVERS.** No failure of The Lessor to exercise any power given The Lessor hereunder, or to insist upon strict compliance by The Lessee of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of The Lessor's right to demand exact compliance with the terms hereof.

**14. TIME.** Time is of the essence of this agreement.

**15. RELATIONSHIP.** This contract shall create the relationship of landlord and tenant between The Lessor and The Lessee; no estate shall pass out of The Lessor; The Lessee shall have only a usufruct, not subject to levy or sale.

**16. CUMULATIVE RIGHTS.** All rights, powers and privileges conferred hereunder upon the respective parties hereto shall be cumulative and not restrictive as to those given by law, however, there shall be no renewal or extension of the term of this lease by operation of law or by implication.

**17. NOTICES.** For purposes of this lease, any notice to be given in writing to The Lessee shall be deemed effective when mailed by registered or certified mail, with required postage prepaid, to The Lessee's address as follows:

ATTENTION: ASHLEY SMITH  
SINCLAIR PROPERTY MANAGEMENT, LLC  
216 AIRPORT RD. NE  
MILLEDGEVILLE, GA 31061

Similarly, any notice to be given in writing to The Lessor shall be deemed to be effective when mailed by registered or certified mail, with required postage prepaid, addressed as follows:

COUNTY MANAGER  
BALDWIN COUNTY, GEORGIA  
BALDWIN COUNTY GOVERNMENT BUILDING  
1601 NORTH COLUMBIA STREET  
SUITE 230  
MILLEDGEVILLE, GA 31061

**18. MISCELLANEOUS**

(a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.

(b) All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as context may require.

(c) This Lease represents the entire agreement between the Lessor and Lessee hereto and there are no collateral or oral agreements or understandings between the Lessor and Lessee with respect to the existing building (W-4). No rights, easements, or licenses are acquired in the existing building (W-4) or any land adjacent thereto by implication or otherwise, except as expressly set forth herein. This Lease shall not be modified in any manner except by an instrument in writing executed by the Lessor and Lessee and duly adopted by the Baldwin County Board of Commissioners. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Lessor or Lessee.

(d) If any provision of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the Laws of the State of Georgia.

(e) In the event of any disputes between the parties over the meaning, interpretation, or implementation of the terms of this Lease, the matter under dispute, unless resolved between the parties, shall be submitted to the Superior Court of Baldwin County.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and signatures effective as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

Initials: \_\_\_\_\_

Item 4.

BALDWIN COUNTY, GEORGIA

BY: \_\_\_\_\_

Its: Chair, Baldwin County Board of Commissioners

SINCLAIR PROPERTY MANAGEMENT, LLC

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Signed, sealed, and delivered.

This \_\_\_\_\_ day of \_\_\_\_\_ 2023

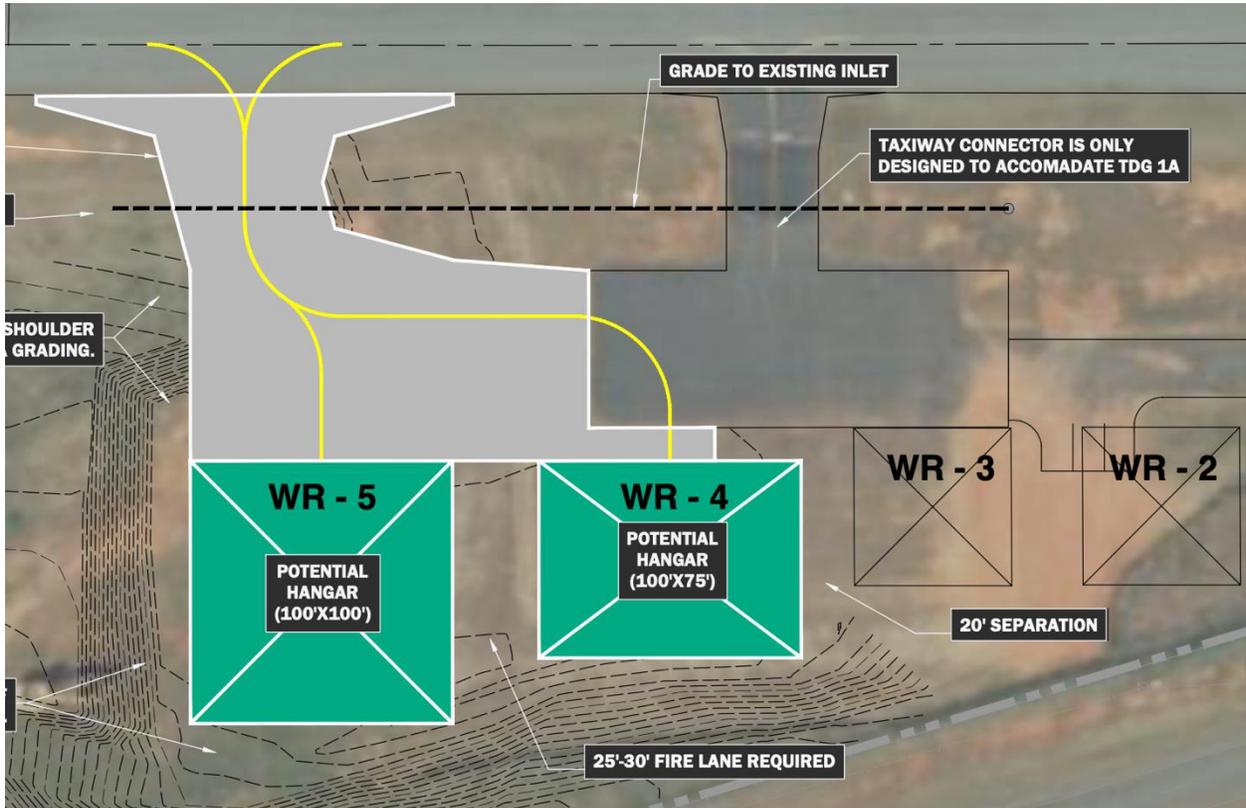
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public            {SEAL}

My Commission expires: \_\_\_\_\_

### EXHIBIT A

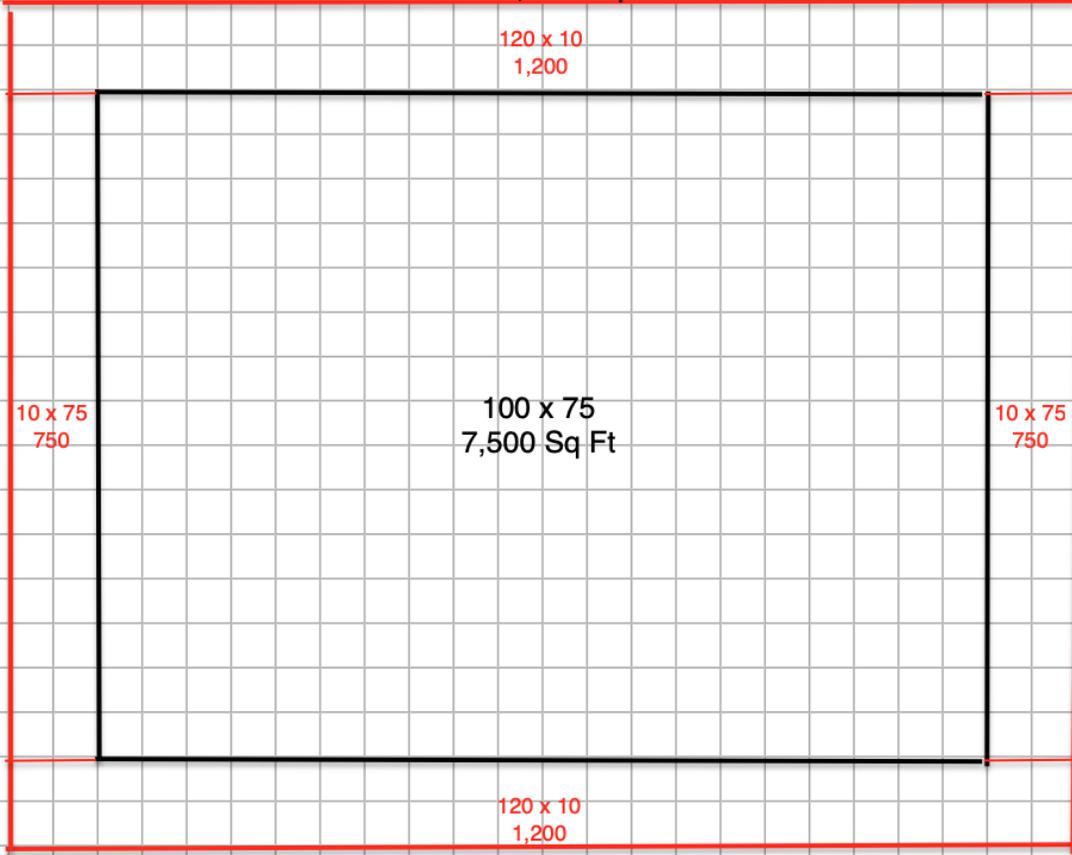


# Hangar W - 4

Building - 7,500 Sq. Ft.

Buffer - 3,900 Sq. Ft.

Total -11,400 Sq. Ft.



## EXHIBIT B



38906

Federal Register / Vol. 81, No. 115 / Wednesday, June 15, 2016 / Rules and Regulations

in this AD to obtain corrective actions from a manufacturer, the action must be accomplished using a method approved by the Manager, International Branch, ANM-116, Transport Airplane Directorate, FAA; or the European Aviation Safety Agency (EASA); or Saab AB, Saab Aeronautics' EASA Design Organization Approval (DOA). If approved by the DOA, the approval must include the DOA-authorized signature.

**(m) Related Information**

Refer to Mandatory Continuing Airworthiness Information (MCAI) European Aviation Safety Agency Airworthiness Directive 2014-0255, dated November 25, 2014, for related information. This MCAI may be found in the AD docket on the Internet at <http://www.regulations.gov> by searching for and locating Docket No. FAA-2015-7524.

**(n) Material Incorporated by Reference**

(1) The Director of the Federal Register approved the incorporation by reference (IBR) of the service information listed in this paragraph under 5 U.S.C. 552(a) and 1 CFR part 51.

(2) You must use this service information as applicable to do the actions required by this AD, unless this AD specifies otherwise.

(3) The following service information was approved for IBR on July 20, 2016.

(i) Saab Service Bulletin 2000-38-011, dated October 22, 2014.

(ii) Reserved.

(4) The following service information was approved for IBR on September 9, 2014 (79 FR 45337, August 5, 2014).

(i) Saab Service Bulletin 2000-38-010, dated July 12, 2013.

(ii) Saab Service Newsletter SN 2000-1304, Revision 01, dated September 10, 2013, including Attachment 1 Engineering Statement to Operator 2000PBS034334, Issue A, dated September 9, 2013.

(5) For service information identified in this AD, contact Saab AB, Saab Aeronautics, SE-581 88, Linköping, Sweden; telephone +46 13 18 5591; fax +46 13 18 4874; email [saab340techsupport@saabgroup.com](mailto:saab340techsupport@saabgroup.com); Internet <http://www.saabgroup.com>.

(6) You may view this service information at the FAA, Transport Airplane Directorate, 1601 Lind Avenue SW., Renton, WA. For information on the availability of this material at the FAA, call 425-227-1221.

(7) You may view this service information that is incorporated by reference at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: <http://www.archives.gov/federal-register/cfr/ibr-locations.html>.

Issued in Renton, Washington, on May 31, 2016.

**Michael Kaszycki,**

Acting Manager, Transport Airplane Directorate, Aircraft Certification Service.

[FR Doc. 2016-13740 Filed 6-14-16; 8:45 am]

**BILLING CODE 4910-13-P**

**DEPARTMENT OF TRANSPORTATION****Federal Aviation Administration****14 CFR Chapter I**

[Docket No. FAA 2014-0463]

**Policy on the Non-Aeronautical Use of Airport Hangars**

**AGENCY:** Federal Aviation Administration (FAA), Department of Transportation (DOT).

**ACTION:** Notice of final policy.

**SUMMARY:** This action clarifies the FAA's policy regarding storage of non-aeronautical items in airport facilities designated for aeronautical use. Under Federal law, airport operators that have accepted federal grants and/or those that have obligations contained in property deeds for property transferred under various Federal laws such as the Surplus Property Act generally may use airport property only for aviation-related purposes unless otherwise approved by the FAA. In some cases, airports have allowed non-aeronautical storage or uses in some hangars intended for aeronautical use, which the FAA has found to interfere with or entirely displace aeronautical use of the hangar. At the same time, the FAA recognizes that storage of some items in a hangar that is otherwise used for aircraft storage will have no effect on the aeronautical utility of the hangar. This action also amends the definition of aeronautical use to include construction of amateur-built aircraft and provides additional guidance on permissible non-aeronautical use of a hangar."

**DATES:** The policy described herein is effective July 1, 2017.

**FOR FURTHER INFORMATION CONTACT:** Kevin C. Willis, Manager, Airport Compliance Division, ACO-100, Federal Aviation Administration, 800 Independence Avenue SW., Washington, DC 20591, telephone (202) 267-3085; facsimile: (202) 267-4629.

**ADDRESSES:** You can get an electronic copy of this Policy and all other documents in this docket using the Internet by:

- (1) Searching the Federal eRulemaking portal (<http://www.faa.gov/regulations/search>);
- (2) Visiting FAA's Regulations and Policies Web page at ([http://www.faa.gov/regulations\\_policies](http://www.faa.gov/regulations_policies)); or
- (3) Accessing the Government Printing Office's Web page at (<http://www.gpoaccess.gov/index.html>).

You can also get a copy by sending a request to the Federal Aviation

Administration, Office of Airport Compliance and Management Analysis, 800 Independence Avenue SW., Washington, DC 20591, or by calling (202) 267-3085. Make sure to identify the docket number, notice number, or amendment number of this proceeding.

**SUPPLEMENTARY INFORMATION:**

*Authority for the Policy:* This document is published under the authority described in Title 49 of the United States Code, Subtitle VII, part B, chapter 471, section 47122(a).

**Background***Airport Sponsor Obligations*

In July 2014, the FAA issued a proposed statement of policy on use of airport hangars to clarify compliance requirements for airport sponsors, airport managers, airport tenants, state aviation officials, and FAA compliance staff. (79 **Federal Register** (FR) 42483, July 22, 2014).

Airport sponsors that have accepted grants under the Airport Improvement Program (AIP) have agreed to comply with certain Federal policies included in each AIP grant agreement as sponsor assurances. The Airport and Airway Improvement Act of 1982 (AAIA) (Pub. L. 97-248), as amended and recodified at 49 United States Codes (U.S.C.) 47107(a)(1), and the contractual sponsor assurances require that the airport sponsor make the airport available for aviation use. Grant Assurance 22, *Economic Nondiscrimination*, requires the sponsor to make the airport available on reasonable terms without unjust discrimination for aeronautical activities, including aviation services. Grant Assurance 19, *Operation and Maintenance*, prohibits an airport sponsor from causing or permitting any activity that would interfere with use of airport property for airport purposes. In some cases, sponsors who have received property transfers through surplus property and nonsurplus property agreements have similar federal obligations.

The sponsor may designate some areas of the airport for non-aviation use,<sup>1</sup> with FAA approval, but aeronautical facilities of the airport must be dedicated to use for aviation purposes. Limiting use of aeronautical facilities to aeronautical purposes ensures that airport facilities are available to meet aviation demand at the airport. Aviation tenants and aircraft owners should not be displaced by non-

<sup>1</sup> The terms "non-aviation" and "non-aeronautical" are used interchangeably in this Notice.

aviation commercial uses that could be conducted off airport property.

It is the longstanding policy of the FAA that airport property be available for aeronautical use and not be available for non-aeronautical purposes unless that non-aeronautical use is approved by the FAA. Use of a designated aeronautical facility for a non-aeronautical purpose, even on a temporary basis, requires FAA approval. See FAA Order 5190.6B, *Airport Compliance Manual*, paragraph 22.6, September 30, 2009. The identification of non-aeronautical use of aeronautical areas receives special attention in FAA airport land use compliance inspections. See Order 5190.6B, paragraphs 21.6(f)(5).

Areas of the airport designated for non-aeronautical use must be shown on an airport's Airport Layout Plan (ALP). The AAlA, at 49 U.S.C. 47107(a)(16), requires that AIP grant agreements include an assurance by the sponsor to maintain an ALP in a manner prescribed by the FAA. Sponsor assurance 29, *Airport Layout Plan*, implements § 47107(a)(16) and provides that an ALP must designate non-aviation areas of the airport. The sponsor may not allow an alteration of the airport in a manner inconsistent with the ALP unless approved by the FAA. See Order 5190.6B, paragraph 7.18, and Advisory Circular 150/5070-6B, *Airport Master Plans*, Chapter 10.

Clearly identifying non-aeronautical facilities not only keeps aeronautical facilities available for aviation use, but also assures that the airport sponsor receives at least Fair Market Value (FMV) revenue from non-aviation uses of the airport. The AAlA requires that airport revenues be used for airport purposes, and that the airport maintain a fee structure that makes the airport as self-sustaining as possible. 49 U.S.C. 47107(a)(13)(A) and (b)(1). The FAA and the Department of Transportation Office of the Inspector General have interpreted these statutory provisions to require that non-aviation activities on an airport be charged a fair market rate for use of airport facilities rather than the aeronautical rate. See *FAA Policies and Procedures Concerning the Use of Airport Revenue*, (64 FR 7696, 7721, February 16, 1999) (FAA Revenue Use Policy).

If an airport tenant pays an aeronautical rate for a hangar and then uses the hangar for a non-aeronautical purpose, the tenant may be paying a below-market rate in violation of the sponsor's obligation for a self-sustaining rate structure and FAA's Revenue Use Policy. Confining non-aeronautical activity to designated non-aviation areas

of the airport helps to ensure that the non-aeronautical use of airport property is monitored and allows the airport sponsor to clearly identify non-aeronautical fair market value lease rates, in order to meet their federal obligations. Identifying non-aeronautical uses and charging appropriate rates for these uses prevents the sponsor from subsidizing non-aviation activities with aviation revenues.

#### FAA Oversight

A sponsor's Grant Assurance obligations require that its aeronautical facilities be used or be available for use for aeronautical activities. If the presence of non-aeronautical items in a hangar does not interfere with these obligations, then the FAA will generally not consider the presence of those items to constitute a violation of the sponsor's obligations. When an airport has unused hangars and low aviation demand, a sponsor can request the FAA approval for interim non-aeronautical use of a hangars, until demand exists for those hangars for an aeronautical purpose. Aeronautical use must take priority and be accommodated over non-aeronautical use, even if the rental rate would be higher for the non-aeronautical use. The sponsor is required to charge a fair market commercial rental rate for any hangar rental or use for non-aeronautical purposes. (64 FR 7721).

The FAA conducts land use inspections at 18 selected airports each year, at least two in each of the nine FAA regions. See Order 5190.6B, paragraph 21.1. The inspection includes consideration of whether the airport sponsor is using designated aeronautical areas of the airport exclusively for aeronautical purposes, unless otherwise approved by the FAA. See Order 5190.6B, paragraph 21.6.

#### The Notice of Proposed Policy

In July 2014, the FAA issued a notice of proposed policy on use of hangars and related facilities at federally obligated airports, to provide a clear and standardized guide for airport sponsors and FAA compliance staff. (79 FR 42483, July 22, 2014). The FAA received more than 2,400 comments on the proposed policy statement, the majority from persons who have built or are in the process of building an amateur-built aircraft. The FAA also received comments from aircraft owners, tenants and owners of hangars, and airport operators. The Aircraft Owners and Pilots Association (AOPA) and the Experimental Aircraft Association (EAA) also provided comments on behalf of their membership. Most of the

comments objected to some aspect of the proposed policy statement. Comments objecting to the proposal tended to fall into two general categories:

- The FAA should not regulate the use of hangars at all, especially if the hangar is privately owned.
- While the FAA should have a policy limiting use of hangars on federally obligated airports to aviation uses, the proposed policy is too restrictive in defining what activities should be allowed.

#### Discussion of Comments and Final Policy

The following summary of comments reflects the major issues raised and does not restate each comment received. The FAA considered all comments received even if not specifically identified and responded to in this notice. The FAA discusses revisions to the policy based on comments received. In addition, the FAA will post frequently asked Questions and Answers regarding the Hangar Use Policy on [www.faa.gov/airport-compliance](http://www.faa.gov/airport-compliance). These Questions and Answers will be periodically updated until FAA Order 5190.6B is revised to reflect the changes in this notice.

1. *Comment: Commenters stated that the FAA should defer to local government and leave all regulation of hangar use to the airport operator.*

*Response:* The FAA has a contract with the sponsor of an obligated airport, either through AIP grant agreements or a surplus property deed, to limit the use of airport property to certain aviation purposes. Each sponsor of an obligated airport has agreed to these terms. The FAA relies on each airport sponsor to comply with its obligations under this contract. To maintain a standardized national airport system and standardized practices in each of the FAA's nine regional offices, the agency issues guidance on its interpretation of the requirements of the AIP and surplus property agreements. It falls to the local airport sponsor to implement these requirements. The FAA allows airport sponsors some flexibility to adapt compliance to local conditions at each airport.

However, some airport sponsors have adopted hangar use practices that led to airport users to complain to the FAA. Some airport users have complained that sponsors are too restrictive, and fail to allow reasonable aviation-related uses of airport hangars. More commonly, aircraft owners have complained that hangar facilities are not available for aircraft storage because airport sponsors have allowed the use of hangars for purposes that are unrelated to aviation,

such as operating a non-aviation business or storing multiple vehicles. By issuing the July 2014 notice, the FAA intended to resolve both kinds of complaints by providing guidance on appropriate management of hangar use. The agency continues to believe that FAA policy guidance is appropriate and necessary to preserve reasonable access to aeronautical facilities on federally obligated airports. However, the final policy has been revised in response to comments received on the proposal.

2. *Comment: Commenters, including AOPA, stated that the FAA lacks the authority to regulate the use of privately owned hangars.*

*Response:* The FAA has a statutory obligation to assure that facilities on aeronautically designated land at federally obligated airports are reasonably available for aviation use. Designated aeronautical land on a federally obligated airport is a necessary part of a national system of aviation facilities. Land designated for aeronautical use offers access to the local airfield taxiway and runway system. Land designated for aeronautical use is also subject to certain conditions, including FAA policies concerning rates and charges (including rental rates) which were designed to preserve access for aeronautical users and to support aeronautical uses. A person who leases aeronautical land on the airport to build a hangar accepts conditions that come with that land in return for the special benefits of the location. The fact that the tenant pays the sponsor for use of the hangar or the land does not affect the agreement between the FAA and the sponsor that the land be used for aeronautical purposes. (In fact, most hangar owners do not have fee ownership of the property; typically airport structures revert to ownership of the airport sponsor upon expiration of the lease term). An airport sponsor may choose to apply different rules to hangars owned by the sponsor than it does to privately constructed hangars, but the obligations of the sponsor Grant Assurances and therefore the basic policies on aeronautical use stated in this notice, will apply to both.

3. *Comment: Commenters believe that a policy applying the same rules to all kinds of aeronautical structures, and to privately owned hangars as well as sponsor-owned hangars, is too general. The policy should acknowledge the differences between categories of airport facilities.*

*Response:* A number of commenters thought that rules for use of privately constructed and owned hangars should be less restrictive than rules for hangars

leased from the airport sponsor. The Leesburg Airport Commission commented that there are different kinds of structures on the airport, with variations in rental and ownership interests, and that the FAA's policy should reflect those differences. The FAA acknowledges that ownership or lease rights and the uses made of various aeronautical facilities at airports will vary. The agency expects that airport sponsors' agreements with tenants would reflect those differences. The form of property interest, be it a leasehold or ownership of a hangar, does not affect the obligations of the airport sponsor under the Grant Assurances. All facilities on designated aeronautical land on an obligated airport are subject to the requirement that the facilities be available for aeronautical use.

4. *Comment: Commenters agree that hangars should be used to store aircraft and not for non-aviation uses, but, they argue the proposed policy is too restrictive on the storage of non-aviation related items in a hangar along with an aircraft. A hangar with an aircraft in it still has a large amount of room for storage and other incidental uses, and that space can be used with no adverse effect on the use and storage of the aircraft.*

*Response:* In response to the comments, the final policy deletes the criteria of "incidental" or "de minimis" use and simply requires that non-aviation storage in a hangar not interfere with movement of aircraft in or out of the hangar, or impede access to other aeronautical contents of the hangar. The policy lists specific conditions that would be considered to interfere with aeronautical use. Stored non-aeronautical items would be considered to interfere with aviation use if they:

- Impede the movement of the aircraft in and out of the hangar;
- Displace the aeronautical contents of the hangar. (A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft);
- Impede access to aircraft or other aeronautical contents of the hangar;
- Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory); or
- Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

Note: Storage of equipment associated with an aeronautical activity (e.g., skydiving, ballooning, gliding) would be considered an aeronautical use of a hangar.

5. *Comment: Commenters stated the policy should apply different rules to situations where there is no aviation demand for hangars, especially when hangars are vacant and producing no income for the sponsor.*

*Response:* At some airports, at some times, there will be more hangar capacity than needed to meet aeronautical demand, and as a result there will be vacant hangars. The FAA agrees that in such cases it is preferable to make use of the hangars to generate revenue for the airport, as long as the hangar capacity can be recovered on relatively short notice for aeronautical use when needed. See Order 5190.6B, paragraph 22.6. The final policy adopts a provision modeled on a leasing policy of the Los Angeles County Airport Commission, which allows month-to-month leases of vacant hangars for any purpose until a request for aeronautical use is received. The final policy requires that a sponsor request FAA approval before implementing a similar leasing plan:

- The airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis.
- The plan may be implemented only when there is no current aviation demand for the vacant hangars.
- Leases must require the non-aeronautical tenant to vacate the hangar on 30 days' notice, to allow aeronautical use when a request is received.
- Once the plan is approved, the sponsor may lease vacant hangars on a 30 days' notice without further FAA approval.

The agency believes this will allow airports to obtain some financial benefit from vacant hangars no, while allowing the hangars to be quickly returned to aeronautical use when needed. FAA pre-approval of a month-to-month leasing plan will minimize the burden on airport sponsors and FAA staff since it is consistent with existing interim use guidance.

6. *Comment: Commenter indicates that the terms "incidental use" and "insignificant amount of space" are too vague and restrictive.*

*Response:* The FAA has not used these terms in the final policy. Instead, the policy lists specific prohibited conditions that would be considered to interfere with aeronautical use of a hangar.

7. *Comment: Commenter states Glider operations require storage of items at the airport other than aircraft, such as tow vehicles and towing equipment. This should be an approved use of hangars.*

*Response:* Tow bars and glider tow equipment have been added to the list of examples of aeronautical equipment. Whether a vehicle is dedicated to use for glider towing is a particular fact that can be determined by the airport sponsor in each case. Otherwise the general rules for parking a vehicle in a hangar would apply.

8. *Comment:* Commenter states it should be clear that it is acceptable to park a vehicle in the hangar while the aircraft is out of the hangar being used.

*Response:* The final policy states that a vehicle parked in the hangar, while the vehicle owner is using the aircraft will not be considered to displace the aircraft, and therefore is not prohibited.

9. *Comment:* Commenters, including Experimental Aircraft Association (EAA), stated that aviation museums and non-profit organizations that promote aviation should not be excluded from hangars.

*Response:* Aviation museums and other non-profit aviation-related organizations may have access to airport property at less than fair market rent, under section VII.E of the FAA Policy and Procedures Concerning the Use of Airport Revenue. (64 FR 7710, February 16, 1999). However, there is no special reason for such activities to displace aircraft owners seeking hangar space for storage of operating aircraft, unless the activity itself involves use and storage of aircraft. Accordingly, aviation museums and non-profit organizations will continue to have the same access to vacant hangar space as other activities that do not actually require a hangar for aviation use, that is, when there is no aviation demand (aircraft storage) for those hangars and subject to the discretion of the airport operator.

10. *Comment:* Commenters suggest that the policy should allow a "grace period" for maintaining possession of an empty hangar for a reasonable time from the sale of an aircraft to the purchase or lease of a new aircraft to be stored in the hangar.

*Response:* The FAA assumes that airport lease terms would include reasonable accommodation for this purpose and other reasons a hangar might be empty for some period of time, including the aircraft being in use or at another location for maintenance. The reasons for temporary hangar vacancy and appropriate "grace periods" for various events depend on local needs and lease policies, and the FAA has not included any special provision for grace periods in the final policy.

11. *Comment:* Commenters believe that the policy should allow some leisure spaces in a hangar, such as a lounge or seating area and kitchen, in

recognition of the time many aircraft owners spend at the airport, and the benefits of an airport community.

*Response:* The final policy does not include any special provision for lounge areas or kitchens, either specifically permitting or prohibiting these areas. The policy requires only that any non-aviation related items in a hangar not interfere in any way with the primary use of the hangar for aircraft storage and movement. The airport sponsor is expected to have lease provisions and regulations in place to assure that items located in hangars do not interfere with this primary purpose.

12. *Comment:* Commenters, including EAA, stated that all construction of an aircraft should be considered aeronautical for the purpose of hangar use, because building an aircraft is an inherently aeronautical activity. The policy should at least allow for use of a hangar at a much earlier stage of construction than final assembly.

*Response:* The FAA has consistently held that the need for an airport hangar arises at the time the components of the aircraft are assembled into a completed aircraft. Prior to that stage, components can be assembled off-airport in smaller spaces. This determination has been applied to both commercial aircraft manufacturing as well as homebuilding of experimental aircraft.

A large majority of the more than 2,400 public comments received on the notice argued that aircraft construction at any stage is an aeronautical activity. The FAA recognizes that the construction of amateur-built aircraft differs from large-scale, commercial aircraft manufacturing. It may be more difficult for those constructing amateur-built or kit-built aircraft to find alternative space for construction or a means to ultimately transport completed large aircraft components to the airport for final assembly, and ultimately for access to taxiways for operation.

Commenters stated that in many cases an airport hangar may be the only viable location for amateur-built or kit-built aircraft construction. Also, as noted in the July 2014 notice, many airports have vacant hangars where a lease for construction of an aircraft, even for several years, would not prevent owners of operating aircraft from having access to hangar storage.

Accordingly, the FAA will consider the construction of amateur-built or kit-built aircraft as an aeronautical activity. Airport sponsors must provide reasonable access to this class of users, subject to local ordinances and building codes. Reasonable access applies to currently available facilities; there is no

requirement for sponsors to construct special facilities or to upgrade existing facilities for aircraft construction use.

Airport sponsors are urged to consider the appropriate safety measures to accommodate aircraft construction. Airport sponsors leasing a vacant hangar for aircraft construction also are urged to incorporate progress benchmarks in the lease to ensure the construction project proceeds to completion in a reasonable time. The FAA's policy with respect to commercial aircraft manufacturing remains unchanged.

13. *Comment:* Commenter suggests that the time that an inoperable aircraft can be stored in a hangar should be clarified, because repairs can sometimes involve periods of inactivity.

*Response:* The term "operational aircraft" in the final policy does not necessarily mean an aircraft fueled and ready to fly. All operating aircraft experience downtime for maintenance and repair, and for other routine and exceptional reasons. The final policy does not include an arbitrary time period beyond which an aircraft is no longer considered operational. An airport operator should be able to determine whether a particular aircraft is likely to become operational in a reasonable time or not, and incorporate provisions in the hangar lease to provide for either possibility.

14. *Comment:* Commenter suggests that the FAA should limit use of hangars on an obligated airport as proposed in the July 2014 notice. Airport sponsors frequently allow non-aeronautical use of hangars now, denying the availability of hangar space to aircraft owners.

*Response:* Some commenters supported the relatively strict policies in the July 2014 notice, citing their experience with being denied access to hangars that were being used for non-aviation purposes. The FAA believes that the final policy adopted will allow hangar tenants greater flexibility than the proposed policy in the use of their hangars, but only to the extent that there is no impact on the primary purpose of the hangar. The intent of the final policy is to minimize the regulatory burden on hangar tenants and to simplify enforcement responsibilities for airport sponsors and the FAA, but only as is consistent with the statutory requirements for use of federally obligated airport property.

#### Final Policy

In accordance with the above, the FAA is adopting the following policy statement on use of hangars at federally obligated airports:

**Use of Aeronautical Land and Facilities****Applicability**

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use, but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar.

**I. General**

The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements several Grant Assurances, including Grant Assurance 5, *Preserving Rights and Powers*; Grant Assurance 22, *Economic Nondiscrimination*; Grant Assurance 24, *Fee and Rental Structure*; and Grant Assurance 25, *Airport Revenues*.

**II. Standards for Aeronautical Use of Hangars**

a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.

b. Aeronautical uses for hangars include:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not

interfere with the aeronautical use of the hangar.

d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
3. Impede access to aircraft or other aeronautical contents of the hangar.
4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).
5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

e. Hangars may not be used as a residence, with a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B paragraph 20.5(b).

f. This policy applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.

**III. Approval for Non-Aeronautical Use of Hangars**

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following cases:

a. FAA advance approval of an *interim use*: Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B

paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

b. FAA approval of a *month-to-month leasing plan*: An airport sponsor may obtain advance written approval month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A sponsor's request for approval of an interim use or a month-to-month leasing plan should include or provide for (1) an inventory of aeronautical and non-aeronautical land/uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

c. *Other cases*: Advance written release by the FAA for all other non-aeronautical uses of designated aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B chapter 22.

**IV. Use of Hangars for Construction of an Aircraft**

Non-commercial construction of amateur-built or kit-built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the lease of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project start.

**V. No Right to Non-Aeronautical Use**

In the context of enforcement of the Grant Assurances, this policy allows some incidental storage of non-aeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19, *Operations and Maintenance*. To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

**VI. Sponsor Compliance Actions**

a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.

b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.

c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.

d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incident non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.

e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016.

**Robin K. Hunt,**

*Acting Director, Office of Airport Compliance and Management Analysis.*

[FR Doc. 2016-14133 Filed 6-14-16; 8:45 am]

**BILLING CODE 4910-13-P**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES****Food and Drug Administration****21 CFR Parts 660, 801, and 809**

[Docket No. FDA-2013-N-0125]

RIN 0910-AG74

**Use of Symbols in Labeling**

**AGENCY:** Food and Drug Administration, HHS.

**ACTION:** Final rule.

**SUMMARY:** The Food and Drug Administration (FDA or the Agency) is issuing this final rule revising its medical device and certain biological product labeling regulations to explicitly allow for the optional inclusion of graphical representations of information, or symbols, in labeling (including labels) without adjacent explanatory text (referred to in this document as "stand-alone symbols") if certain requirements are met. The final rule also specifies that the use of symbols, accompanied by adjacent explanatory text continues to be permitted. FDA is also revising its prescription device labeling regulations to allow the use of the symbol statement "Rx only" or "R only" in the labeling for prescription devices.

**DATES:** This rule is effective September 13, 2016.

**FOR FURTHER INFORMATION CONTACT:** For information concerning the final rule as it relates to devices regulated by the Center for Devices and Radiological Health (CDRH): Antoinette (Tosia) Hazlett, Center for Devices and Radiological Health, Food and Drug Administration, Bldg. 66, Rm. 5424, 10903 New Hampshire Ave., Silver Spring, MD 20993-0002, 301-796-6119, email: [Tosia.Hazlett@fda.hhs.gov](mailto:Tosia.Hazlett@fda.hhs.gov).

For information concerning the final rule as it relates to devices regulated by the Center for Biologics Evaluation and Research: Stephen Ripley, Center for Biologics Evaluation and Research, Food and Drug Administration, 10903 New Hampshire Ave., Bldg. 71, Rm. 7301, Silver Spring, MD 20993-0002, 240-402-7911.

**SUPPLEMENTARY INFORMATION:****Executive Summary***Purpose of the Regulatory Action*

The final rule explicitly permits the use of symbols in medical device labeling without adjacent explanatory text if certain requirements are met. The medical device industry has requested the ability to use stand-alone symbols on domestic device labeling, consistent with their current use on devices manufactured for European and other foreign markets. The final rule seeks to harmonize the U.S. device labeling requirements for symbols with international regulatory requirements, such as the Medical Device Directive 93/42/EEC of the European Union (EU) (the European Medical Device Directive) and global adoption of International Electrotechnical Commission (IEC) standard IEC 60417 and International Organization for Standardization (ISO) standard ISO 7000-DB that govern the use of device symbols in numerous foreign markets.

*Summary of the Major Provisions of the Regulatory Action in Question*

FDA has generally interpreted existing regulations not to allow the use of symbols in medical device labeling, except with adjacent English-language explanatory text and/or on in vitro diagnostic (IVD) devices intended for professional use. Under the final rule, symbols established in a standard developed by a standards development organization (SDO) may be used in medical device labeling without adjacent explanatory text as long as: (1) The standard is recognized by FDA under its authority under section 514(c) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) (21 U.S.C. 360d(c)) and the symbol is used according to the specifications for use of the symbol set

**HANGAR W-5**  
**GROUND LEASE AGREEMENT**  
**OWNER OCCUPIED HANGAR**

This LEASE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Baldwin County, Georgia, a political subdivision of the State of Georgia, of the first part, herein called "The Lessor", and Sinclair Aviation, LLC of the State of Georgia, of the second part, herein called "The Lessee".

**WITNESETH:**

That for and in consideration of the rents hereinafter provided for, and the covenants and agreements herein set forth, said The Lessor does hereby rent and lease to The Lessee, and The Lessee does hereby rent and lease from The Lessor, the parcel of land designated as W-5 in the attached "Exhibit A", together with all improvements to be placed thereon, including the right of ingress and egress thereto at all times upon the following terms and covenants:

**1. TERM.** The base term of this lease is for a period of thirty (30) years commencing on the first day of January 2024 and ending on DECEMBER 31, 2054 unless terminated as provided herein. After the base term, The Lessor shall have the option of:

- A. Terminating the lease and purchasing the improvements located thereon for value of \$1.00 in which case this ground lease shall terminate at that time and The Lessee shall execute in favor of The Lessor such deed or Bill of Sale as shall evidence their sale of said improvements to The Lessor; or
- B. Negotiate a new lease for an additional ten (10) years for the hangar and land rental for a fee to be agreed upon between the parties with ownership of land and building being with The Lessor.

**2. BUILDINGS AND LAND.** The Lessee covenants and agrees to maintain the existing building (W-5) constructed upon the leased land, during the term of this lease, as an aircraft hangar being generally described as 100 FEET LONG AND 100 FEET WIDE for an approximate square footage of 10,000 SQUARE FEET plus a TEN (10) FOOT WIDE BUFFER around the building for a TOTAL SQUARE FOOTAGE of 14,400 SQUARE FEET. The Lessee further agrees to maintain the paved entry pad area at his/her expense.

**3. RENTS.** The Lessee shall pay to The Lessor, during the term of this lease, as monthly rental, in advance, on or before the first day of each and every month of the term of this lease the sum of (@\$.07/sq. ft x 14,400 sq. ft. = \$1,008 /mo.) for the first five years and at a rate of (\$.07/sq. ft. x 14,400 sq. ft. x (1 + the cumulative CPI for the previous five years) for the next five years, and repeating to increase at each consecutive five year interval until the final contract date.

**4. UTILITIES.** The Lessee shall pay for all installation, maintenance and monthly service for water, electricity, gas, or other utilities used on said premises. The Lessor will grant to utility companies such easements as may be necessary to furnish said utilities to said premises.

**5. MAINTENANCE.** The Lessor shall not be required to make any repairs or any other improvements to the premises whatsoever. The Lessee, at its cost and expense, shall always maintain the leased premises in as good a condition as when received by The Lessee, and shall maintain the existing building to include periodic painting and repair as needed to present an acceptable appearance and appropriate for the use intended. At the expiration or termination of the term hereof, The Lessee shall surrender the premises to The Lessor in as good or better condition as when received by The Lessee, excepting only normal wear.

**6. USE.** Said premises shall be used as an aircraft hangar for aircraft storage. The Lessee must house plane(s) in the hangar that are registered and based at The Baldwin County Regional Airport. If The Lessee fails to have a based aircraft in the hangar for more than 3 months, a surcharge, in addition to the lease payments, of two (2) percent of the hangar valuation will be collected. The surcharge may be waived by The County if The Lessee demonstrates they are actively involved to acquire a replacement airplane. The Lessee will be permitted to rent aircraft space in the building as needed. The Lessee may utilize the services of the FBO as a rental agent upon agreement with the FBO for services rendered. The Lessee shall notify The Lessor of the details of such agent agreement. The Lessee may sublease space to a commercial enterprise with approval of The Lessor. The Lessee shall provide a copy of the proposed sublease for review prior to execution. The premises shall not be used for any commercial purpose without the prior expressed written consent of The Lessor. The Lessee shall pay The Lessor, at the end of each year, 5% of the yearly total income received from rental by non-based aircraft and/or a commercial enterprise. The hangar shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner which may create a nuisance or trespass. The Lessee shall be responsible to assure any sublease tenants comply with the attached "Exhibit B", *FAA Policy on the Non-aeronautical Use of Airport Hangars*.

**7. HOLD HARMLESS/ INSURANCE.** At all times during the lease term, The Lessee shall maintain at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death and property damage arising from the use, occupancy, disuse, or condition of the demised premises and adjoining areas, the insurance shall be carried by a company authorized to transact business in the State of Georgia, acceptable to The Lessor with the following conditions to be met: The insurance provided pursuant to this paragraph shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 yearly aggregate with a deductible not to exceed \$5,000.00 per occurrence, with The Lessor named and Fixed Based Operator as additional insured. In satisfaction of the foregoing requirements, The Lessee shall furnish to The Lessor by delivery to the County Manager, Certificates of all insurance required by this Section, with each policy to provide that coverage shall remain in full force and effect and may not be cancelled without ten days written notice of intent to cancel being given to The Lessor and The Lessee. The Lessee agrees further to indemnify and save harmless The Lessor, its members, agents, officers, and employees, and their successors and assigns and the Fixed Base Operator, its successors and assigns, individually and collectively, from and against all liability for injuries to persons or damage to property occasioned by The Lessee's construction of said hangar or its maintenance or use and by virtue of any incident arising out of the use and possession of said premises under or by virtue of this lease through any act or omission or through any negligence of The Lessee, its officers, agents, or employees or their successors or assigns otherwise. The Lessee further agrees to pay all expenses in defending against any claims made against The Lessor, provided however, that The Lessee shall not be liable for any damage, injury or loss occasioned by the negligence solely on the part of The Lessor, its agents, or employees. The Lessee shall give to The Lessor prompt and timely notice of any claims made or service of process in any suit concerning such injury or damage.

**8. INSPECTION.** The Lessor may enter upon the leased premises at reasonable hours to inspect the same for the purpose of seeing that The Lessee is complying with all its obligations hereunder.

**9. DEFAULTS.** If The Lessee defaults for ten (10) days after written notice thereof in paying said rent, or if The Lessee defaults for thirty (30) days after written notice thereof in performing any of The Lessee's obligations hereunder; or if The Lessee is adjudicated bankrupt; or if a permanent receiver is appointed for any of The Lessee's property, and such receiver is not removed within sixty (60) days after written notice from The Lessor to obtain such removal; or if, whether voluntarily or involuntarily, The Lessee takes advantage of any debtor's relief proceedings under any present or future law whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred, or if The Lessee

makes an assignment for the benefit of creditors; or if any of The Lessee's effects or interest in said premises shall be levied upon or attached under process not satisfied or dissolved within thirty (30) days after written notice from The Lessor to The Lessee to obtain satisfaction thereof; then, and in any of said events, The Lessor at its option may at once, or at any time during the continuance of such default or condition, terminate this lease by written notice to The Lessee, or without terminating this lease, enter upon and rent said premises to others at the best price obtainable or reasonable effort, without advertisement and by private negotiation and for such term as The Lessor shall deem proper.

In the event of such re-entering, The Lessee shall be liable to The Lessor for the deficiency, if any, between The Lessee's rent hereunder and the price obtained by The Lessor on reletting or in the event of such termination this lease shall be at an end.

Upon the exercise of either of said options by The Lessor, The Lessee will at once surrender possession of the premises and remove all The Lessee's effects therefrom; and The Lessor may forthwith re-enter the premises and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespass, forcible entry, detainer, or other tort. No termination of the term hereof shall affect The Lessor's right to collect rent for the period prior to termination.

**10. ASSIGNMENTS.** The Lessee may not, without the prior written consent of The Lessor, sublet the premises or any part thereof or assign this lease or any interest or rights hereunder. Upon written consent of the Lessor, the Lessee may sublet said premises or any part thereof or permit the use of said premises by any party according to the terms and conditions of this lease agreement and further according to the terms and conditions, rules, regulations, and ordinances affecting all tenants, licensees, and invitees of The Lessor's properties; provided, however, that The Lessee shall remain liable to perform all the terms and conditions of this lease upon any approved assignment or sublease.

**11. ALTERATIONS.** It is hereby agreed that during the term of this lease and any extension thereof, The Lessee shall be allowed to make necessary alterations and changes to the building constructed on said premises, to maintain and repair said building, including repainting as needed, provided the plans and specifications for alterations, and / or proposed paint color, are submitted to The Lessor and approved by it and do not expand the size of the building or required additional ground area for use or maintenance.

**12. ATTORNEYS' FEES.** If either party is required to take legal action to enforce or attempt to enforce any provision of this lease, then the party prevailing in said proceeding shall pay to the other party reasonable attorney's fees incurred in said action. What constitutes reasonable attorneys' fees shall be determined by the Judge of the Court in which said proceeding is pending upon application of either party.

**13. WAIVERS.** No failure of The Lessor to exercise any power given The Lessor hereunder, or to insist upon strict compliance by The Lessee of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of The Lessor's right to demand exact compliance with the terms hereof.

**14. TIME.** Time is of the essence of this agreement.

**15. RELATIONSHIP.** This contract shall create the relationship of landlord and tenant between The Lessor and The Lessee; no estate shall pass out of The Lessor; The Lessee shall have only a usufruct, not subject to levy or sale.

**16. CUMULATIVE RIGHTS.** All rights, powers and privileges conferred hereunder upon the respective parties hereto shall be cumulative and not restrictive as to those given by law, however, there shall be no renewal or extension of the term of this lease by operation of law or by implication.

**17. NOTICES.** For purposes of this lease, any notice to be given in writing to The Lessee shall be deemed effective when mailed by registered or certified mail, with required postage prepaid, to The Lessee's address as follows:

ATTENTION: ASHLEY SMITH  
SINCLAIR AVIATION, LLC  
216 AIRPORT RD NE  
MILLEDGEVILLE, GA 31061

Similarly, any notice to be given in writing to The Lessor shall be deemed to be effective when mailed by registered or certified mail, with required postage prepaid, addressed as follows:

COUNTY MANAGER  
BALDWIN COUNTY, GEORGIA  
BALDWIN COUNTY GOVERNMENT BUILDING  
1601 NORTH COLUMBIA STREET  
SUITE 230  
MILLEDGEVILLE, GA 31061

**18. MISCELLANEOUS**

(a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.

(b) All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as context may require.

(c) This Lease represents the entire agreement between the Lessor and Lessee hereto and there are no collateral or oral agreements or understandings between the Lessor and Lessee with respect to the existing building (W-5). No rights, easements, or licenses are acquired in the existing building (W-5) or any land adjacent thereto by implication or otherwise, except as expressly set forth herein. This Lease shall not be modified in any manner except by an instrument in writing executed by the Lessor and Lessee and duly adopted by the Baldwin County Board of Commissioners. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Lessor or Lessee.

(d) If any provision of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the Laws of the State of Georgia.

(e) In the event of any disputes between the parties over the meaning, interpretation, or implementation of the terms of this Lease, the matter under dispute, unless resolved between the parties, shall be submitted to the Superior Court of Baldwin County.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and signatures effective as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

Initials: \_\_\_\_\_

Item 5.

BALDWIN COUNTY, GEORGIA

BY: \_\_\_\_\_

Its: Chair, Baldwin County Board of Commissioners

Sinclair Aviation, LLC

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Signed, sealed, and delivered.

This \_\_\_\_\_ day of \_\_\_\_\_ 2023

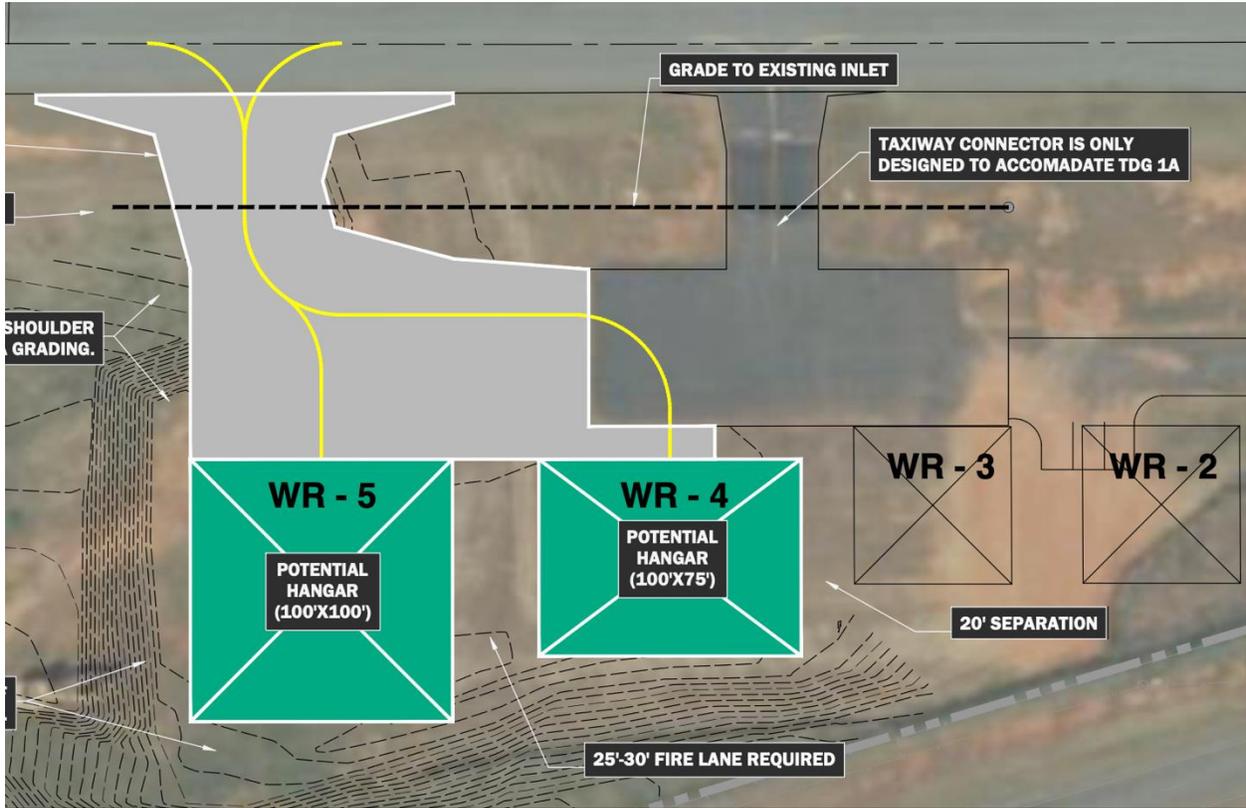
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public            {SEAL}

My Commission expires: \_\_\_\_\_

### EXHIBIT A

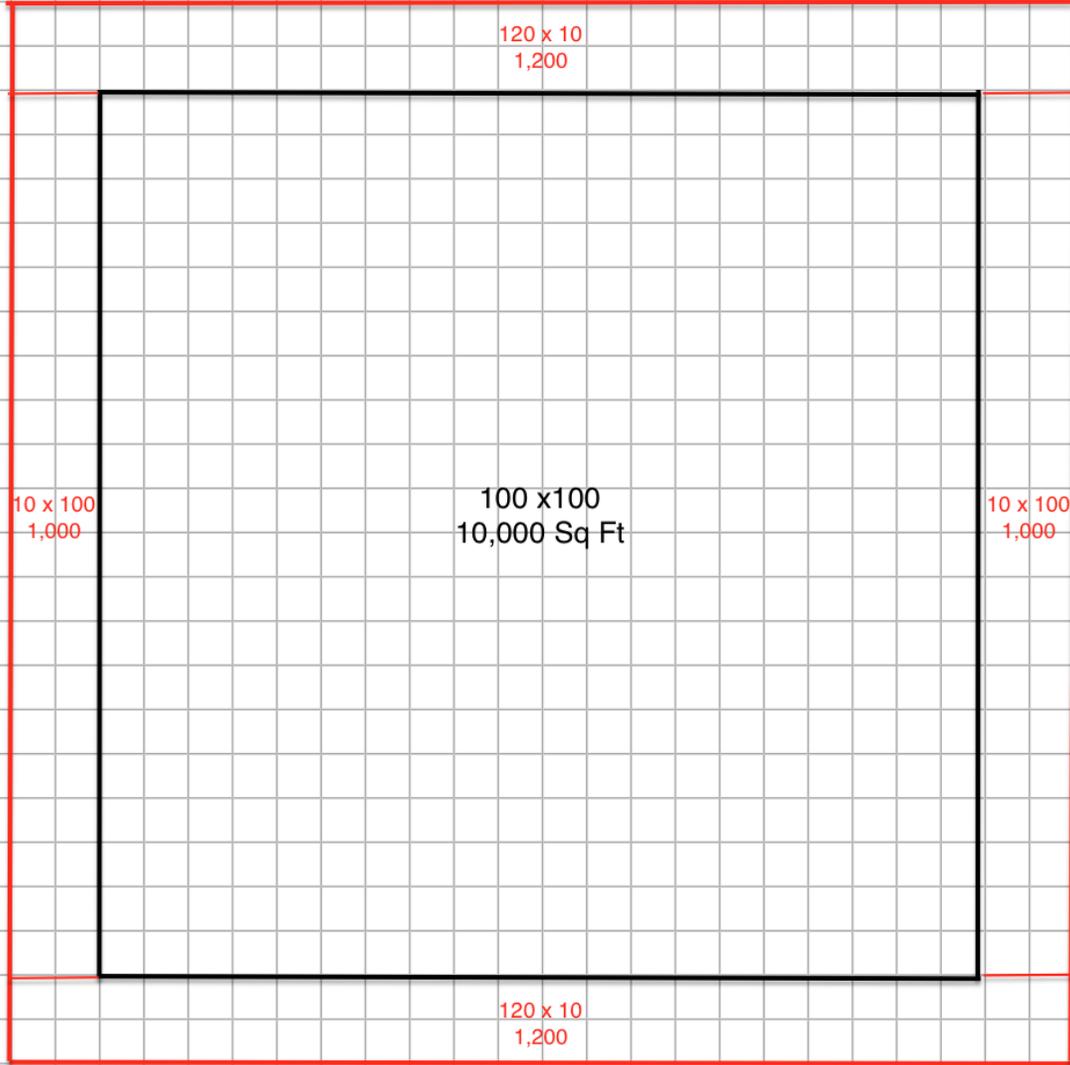


# Hangar W - 5

Building - 10,000 Sq. Ft.

Buffer - 4,400 Sq. Ft.

Total -14,400 Sq. Ft.



## EXHIBIT B



38906

Federal Register / Vol. 81, No. 115 / Wednesday, June 15, 2016 / Rules and Regulations

in this AD to obtain corrective actions from a manufacturer, the action must be accomplished using a method approved by the Manager, International Branch, ANM-116, Transport Airplane Directorate, FAA; or the European Aviation Safety Agency (EASA); or Saab AB, Saab Aeronautics' EASA Design Organization Approval (DOA). If approved by the DOA, the approval must include the DOA-authorized signature.

**(m) Related Information**

Refer to Mandatory Continuing Airworthiness Information (MCAI) European Aviation Safety Agency Airworthiness Directive 2014-0255, dated November 25, 2014, for related information. This MCAI may be found in the AD docket on the Internet at <http://www.regulations.gov> by searching for and locating Docket No. FAA-2015-7524.

**(n) Material Incorporated by Reference**

(1) The Director of the Federal Register approved the incorporation by reference (IBR) of the service information listed in this paragraph under 5 U.S.C. 552(a) and 1 CFR part 51.

(2) You must use this service information as applicable to do the actions required by this AD, unless this AD specifies otherwise.

(3) The following service information was approved for IBR on July 20, 2016.

(i) Saab Service Bulletin 2000-38-011, dated October 22, 2014.

(ii) Reserved.

(4) The following service information was approved for IBR on September 9, 2014 (79 FR 45337, August 5, 2014).

(i) Saab Service Bulletin 2000-38-010, dated July 12, 2013.

(ii) Saab Service Newsletter SN 2000-1304, Revision 01, dated September 10, 2013, including Attachment 1 Engineering Statement to Operator 2000PBS034334, Issue A, dated September 9, 2013.

(5) For service information identified in this AD, contact Saab AB, Saab Aeronautics, SE-581 88, Linköping, Sweden; telephone +46 13 18 5591; fax +46 13 18 4874; email [saab340techsupport@saabgroup.com](mailto:saab340techsupport@saabgroup.com); Internet <http://www.saabgroup.com>.

(6) You may view this service information at the FAA, Transport Airplane Directorate, 1601 Lind Avenue SW., Renton, WA. For information on the availability of this material at the FAA, call 425-227-1221.

(7) You may view this service information that is incorporated by reference at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: <http://www.archives.gov/federal-register/cfr/ibr-locations.html>.

Issued in Renton, Washington, on May 31, 2016.

**Michael Kaszycki,**

Acting Manager, Transport Airplane Directorate, Aircraft Certification Service.

[FR Doc. 2016-13740 Filed 6-14-16; 8:45 am]

**BILLING CODE 4910-13-P**

**DEPARTMENT OF TRANSPORTATION****Federal Aviation Administration****14 CFR Chapter I**

[Docket No. FAA 2014-0463]

**Policy on the Non-Aeronautical Use of Airport Hangars**

**AGENCY:** Federal Aviation Administration (FAA), Department of Transportation (DOT).

**ACTION:** Notice of final policy.

**SUMMARY:** This action clarifies the FAA's policy regarding storage of non-aeronautical items in airport facilities designated for aeronautical use. Under Federal law, airport operators that have accepted federal grants and/or those that have obligations contained in property deeds for property transferred under various Federal laws such as the Surplus Property Act generally may use airport property only for aviation-related purposes unless otherwise approved by the FAA. In some cases, airports have allowed non-aeronautical storage or uses in some hangars intended for aeronautical use, which the FAA has found to interfere with or entirely displace aeronautical use of the hangar. At the same time, the FAA recognizes that storage of some items in a hangar that is otherwise used for aircraft storage will have no effect on the aeronautical utility of the hangar. This action also amends the definition of aeronautical use to include construction of amateur-built aircraft and provides additional guidance on permissible non-aeronautical use of a hangar."

**DATES:** The policy described herein is effective July 1, 2017.

**FOR FURTHER INFORMATION CONTACT:** Kevin C. Willis, Manager, Airport Compliance Division, ACO-100, Federal Aviation Administration, 800 Independence Avenue SW., Washington, DC 20591, telephone (202) 267-3085; facsimile: (202) 267-4629.

**ADDRESSES:** You can get an electronic copy of this Policy and all other documents in this docket using the Internet by:

- (1) Searching the Federal eRulemaking portal (<http://www.faa.gov/regulations/search>);
- (2) Visiting FAA's Regulations and Policies Web page at ([http://www.faa.gov/regulations\\_policies](http://www.faa.gov/regulations_policies)); or
- (3) Accessing the Government Printing Office's Web page at (<http://www.gpoaccess.gov/index.html>).

You can also get a copy by sending a request to the Federal Aviation

Administration, Office of Airport Compliance and Management Analysis, 800 Independence Avenue SW., Washington, DC 20591, or by calling (202) 267-3085. Make sure to identify the docket number, notice number, or amendment number of this proceeding.

**SUPPLEMENTARY INFORMATION:**

*Authority for the Policy:* This document is published under the authority described in Title 49 of the United States Code, Subtitle VII, part B, chapter 471, section 47122(a).

**Background***Airport Sponsor Obligations*

In July 2014, the FAA issued a proposed statement of policy on use of airport hangars to clarify compliance requirements for airport sponsors, airport managers, airport tenants, state aviation officials, and FAA compliance staff. (79 **Federal Register** (FR) 42483, July 22, 2014).

Airport sponsors that have accepted grants under the Airport Improvement Program (AIP) have agreed to comply with certain Federal policies included in each AIP grant agreement as sponsor assurances. The Airport and Airway Improvement Act of 1982 (AAIA) (Pub. L. 97-248), as amended and recodified at 49 United States Codes (U.S.C.) 47107(a)(1), and the contractual sponsor assurances require that the airport sponsor make the airport available for aviation use. Grant Assurance 22, *Economic Nondiscrimination*, requires the sponsor to make the airport available on reasonable terms without unjust discrimination for aeronautical activities, including aviation services. Grant Assurance 19, *Operation and Maintenance*, prohibits an airport sponsor from causing or permitting any activity that would interfere with use of airport property for airport purposes. In some cases, sponsors who have received property transfers through surplus property and nonsurplus property agreements have similar federal obligations.

The sponsor may designate some areas of the airport for non-aviation use,<sup>1</sup> with FAA approval, but aeronautical facilities of the airport must be dedicated to use for aviation purposes. Limiting use of aeronautical facilities to aeronautical purposes ensures that airport facilities are available to meet aviation demand at the airport. Aviation tenants and aircraft owners should not be displaced by non-

<sup>1</sup> The terms "non-aviation" and "non-aeronautical" are used interchangeably in this Notice.

aviation commercial uses that could be conducted off airport property.

It is the longstanding policy of the FAA that airport property be available for aeronautical use and not be available for non-aeronautical purposes unless that non-aeronautical use is approved by the FAA. Use of a designated aeronautical facility for a non-aeronautical purpose, even on a temporary basis, requires FAA approval. See FAA Order 5190.6B, *Airport Compliance Manual*, paragraph 22.6, September 30, 2009. The identification of non-aeronautical use of aeronautical areas receives special attention in FAA airport land use compliance inspections. See Order 5190.6B, paragraphs 21.6(f)(5).

Areas of the airport designated for non-aeronautical use must be shown on an airport's Airport Layout Plan (ALP). The AAlA, at 49 U.S.C. 47107(a)(16), requires that AIP grant agreements include an assurance by the sponsor to maintain an ALP in a manner prescribed by the FAA. Sponsor assurance 29, *Airport Layout Plan*, implements § 47107(a)(16) and provides that an ALP must designate non-aviation areas of the airport. The sponsor may not allow an alteration of the airport in a manner inconsistent with the ALP unless approved by the FAA. See Order 5190.6B, paragraph 7.18, and Advisory Circular 150/5070-6B, *Airport Master Plans*, Chapter 10.

Clearly identifying non-aeronautical facilities not only keeps aeronautical facilities available for aviation use, but also assures that the airport sponsor receives at least Fair Market Value (FMV) revenue from non-aviation uses of the airport. The AAlA requires that airport revenues be used for airport purposes, and that the airport maintain a fee structure that makes the airport as self-sustaining as possible. 49 U.S.C. 47107(a)(13)(A) and (b)(1). The FAA and the Department of Transportation Office of the Inspector General have interpreted these statutory provisions to require that non-aviation activities on an airport be charged a fair market rate for use of airport facilities rather than the aeronautical rate. See *FAA Policies and Procedures Concerning the Use of Airport Revenue*, (64 FR 7696, 7721, February 16, 1999) (FAA Revenue Use Policy).

If an airport tenant pays an aeronautical rate for a hangar and then uses the hangar for a non-aeronautical purpose, the tenant may be paying a below-market rate in violation of the sponsor's obligation for a self-sustaining rate structure and FAA's Revenue Use Policy. Confining non-aeronautical activity to designated non-aviation areas

of the airport helps to ensure that the non-aeronautical use of airport property is monitored and allows the airport sponsor to clearly identify non-aeronautical fair market value lease rates, in order to meet their federal obligations. Identifying non-aeronautical uses and charging appropriate rates for these uses prevents the sponsor from subsidizing non-aviation activities with aviation revenues.

#### *FAA Oversight*

A sponsor's Grant Assurance obligations require that its aeronautical facilities be used or be available for use for aeronautical activities. If the presence of non-aeronautical items in a hangar does not interfere with these obligations, then the FAA will generally not consider the presence of those items to constitute a violation of the sponsor's obligations. When an airport has unused hangars and low aviation demand, a sponsor can request the FAA approval for interim non-aeronautical use of a hangars, until demand exists for those hangars for an aeronautical purpose. Aeronautical use must take priority and be accommodated over non-aeronautical use, even if the rental rate would be higher for the non-aeronautical use. The sponsor is required to charge a fair market commercial rental rate for any hangar rental or use for non-aeronautical purposes. (64 FR 7721).

The FAA conducts land use inspections at 18 selected airports each year, at least two in each of the nine FAA regions. See Order 5190.6B, paragraph 21.1. The inspection includes consideration of whether the airport sponsor is using designated aeronautical areas of the airport exclusively for aeronautical purposes, unless otherwise approved by the FAA. See Order 5190.6B, paragraph 21.6.

#### *The Notice of Proposed Policy*

In July 2014, the FAA issued a notice of proposed policy on use of hangars and related facilities at federally obligated airports, to provide a clear and standardized guide for airport sponsors and FAA compliance staff. (79 FR 42483, July 22, 2014). The FAA received more than 2,400 comments on the proposed policy statement, the majority from persons who have built or are in the process of building an amateur-built aircraft. The FAA also received comments from aircraft owners, tenants and owners of hangars, and airport operators. The Aircraft Owners and Pilots Association (AOPA) and the Experimental Aircraft Association (EAA) also provided comments on behalf of their membership. Most of the

comments objected to some aspect of the proposed policy statement. Comments objecting to the proposal tended to fall into two general categories:

- The FAA should not regulate the use of hangars at all, especially if the hangar is privately owned.
- While the FAA should have a policy limiting use of hangars on federally obligated airports to aviation uses, the proposed policy is too restrictive in defining what activities should be allowed.

#### **Discussion of Comments and Final Policy**

The following summary of comments reflects the major issues raised and does not restate each comment received. The FAA considered all comments received even if not specifically identified and responded to in this notice. The FAA discusses revisions to the policy based on comments received. In addition, the FAA will post frequently asked Questions and Answers regarding the Hangar Use Policy on [www.faa.gov/airport-compliance](http://www.faa.gov/airport-compliance). These Questions and Answers will be periodically updated until FAA Order 5190.6B is revised to reflect the changes in this notice.

1. *Comment: Commenters stated that the FAA should defer to local government and leave all regulation of hangar use to the airport operator.*

*Response:* The FAA has a contract with the sponsor of an obligated airport, either through AIP grant agreements or a surplus property deed, to limit the use of airport property to certain aviation purposes. Each sponsor of an obligated airport has agreed to these terms. The FAA relies on each airport sponsor to comply with its obligations under this contract. To maintain a standardized national airport system and standardized practices in each of the FAA's nine regional offices, the agency issues guidance on its interpretation of the requirements of the AIP and surplus property agreements. It falls to the local airport sponsor to implement these requirements. The FAA allows airport sponsors some flexibility to adapt compliance to local conditions at each airport.

However, some airport sponsors have adopted hangar use practices that led to airport users to complain to the FAA. Some airport users have complained that sponsors are too restrictive, and fail to allow reasonable aviation-related uses of airport hangars. More commonly, aircraft owners have complained that hangar facilities are not available for aircraft storage because airport sponsors have allowed the use of hangars for purposes that are unrelated to aviation,

such as operating a non-aviation business or storing multiple vehicles. By issuing the July 2014 notice, the FAA intended to resolve both kinds of complaints by providing guidance on appropriate management of hangar use. The agency continues to believe that FAA policy guidance is appropriate and necessary to preserve reasonable access to aeronautical facilities on federally obligated airports. However, the final policy has been revised in response to comments received on the proposal.

2. *Comment: Commenters, including AOPA, stated that the FAA lacks the authority to regulate the use of privately owned hangars.*

*Response:* The FAA has a statutory obligation to assure that facilities on aeronautically designated land at federally obligated airports are reasonably available for aviation use. Designated aeronautical land on a federally obligated airport is a necessary part of a national system of aviation facilities. Land designated for aeronautical use offers access to the local airfield taxiway and runway system. Land designated for aeronautical use is also subject to certain conditions, including FAA policies concerning rates and charges (including rental rates) which were designed to preserve access for aeronautical users and to support aeronautical uses. A person who leases aeronautical land on the airport to build a hangar accepts conditions that come with that land in return for the special benefits of the location. The fact that the tenant pays the sponsor for use of the hangar or the land does not affect the agreement between the FAA and the sponsor that the land be used for aeronautical purposes. (In fact, most hangar owners do not have fee ownership of the property; typically airport structures revert to ownership of the airport sponsor upon expiration of the lease term). An airport sponsor may choose to apply different rules to hangars owned by the sponsor than it does to privately constructed hangars, but the obligations of the sponsor Grant Assurances and therefore the basic policies on aeronautical use stated in this notice, will apply to both.

3. *Comment: Commenters believe that a policy applying the same rules to all kinds of aeronautical structures, and to privately owned hangars as well as sponsor-owned hangars, is too general. The policy should acknowledge the differences between categories of airport facilities.*

*Response:* A number of commenters thought that rules for use of privately constructed and owned hangars should be less restrictive than rules for hangars

leased from the airport sponsor. The Leesburg Airport Commission commented that there are different kinds of structures on the airport, with variations in rental and ownership interests, and that the FAA's policy should reflect those differences. The FAA acknowledges that ownership or lease rights and the uses made of various aeronautical facilities at airports will vary. The agency expects that airport sponsors' agreements with tenants would reflect those differences. The form of property interest, be it a leasehold or ownership of a hangar, does not affect the obligations of the airport sponsor under the Grant Assurances. All facilities on designated aeronautical land on an obligated airport are subject to the requirement that the facilities be available for aeronautical use.

4. *Comment: Commenters agree that hangars should be used to store aircraft and not for non-aviation uses, but, they argue the proposed policy is too restrictive on the storage of non-aviation related items in a hangar along with an aircraft. A hangar with an aircraft in it still has a large amount of room for storage and other incidental uses, and that space can be used with no adverse effect on the use and storage of the aircraft.*

*Response:* In response to the comments, the final policy deletes the criteria of "incidental" or "de minimis" use and simply requires that non-aviation storage in a hangar not interfere with movement of aircraft in or out of the hangar, or impede access to other aeronautical contents of the hangar. The policy lists specific conditions that would be considered to interfere with aeronautical use. Stored non-aeronautical items would be considered to interfere with aviation use if they:

- Impede the movement of the aircraft in and out of the hangar;
- Displace the aeronautical contents of the hangar. (A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft);
- Impede access to aircraft or other aeronautical contents of the hangar;
- Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory); or
- Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

Note: Storage of equipment associated with an aeronautical activity (e.g., skydiving, ballooning, gliding) would be considered an aeronautical use of a hangar.

5. *Comment: Commenters stated the policy should apply different rules to situations where there is no aviation demand for hangars, especially when hangars are vacant and producing no income for the sponsor.*

*Response:* At some airports, at some times, there will be more hangar capacity than needed to meet aeronautical demand, and as a result there will be vacant hangars. The FAA agrees that in such cases it is preferable to make use of the hangars to generate revenue for the airport, as long as the hangar capacity can be recovered on relatively short notice for aeronautical use when needed. See Order 5190.6B, paragraph 22.6. The final policy adopts a provision modeled on a leasing policy of the Los Angeles County Airport Commission, which allows month-to-month leases of vacant hangars for any purpose until a request for aeronautical use is received. The final policy requires that a sponsor request FAA approval before implementing a similar leasing plan:

- The airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis.
- The plan may be implemented only when there is no current aviation demand for the vacant hangars.
- Leases must require the non-aeronautical tenant to vacate the hangar on 30 days' notice, to allow aeronautical use when a request is received.
- Once the plan is approved, the sponsor may lease vacant hangars on a 30 days' notice without further FAA approval.

The agency believes this will allow airports to obtain some financial benefit from vacant hangars now, while allowing the hangars to be quickly returned to aeronautical use when needed. FAA pre-approval of a month-to-month leasing plan will minimize the burden on airport sponsors and FAA staff since it is consistent with existing interim use guidance.

6. *Comment: Commenter indicates that the terms "incidental use" and "insignificant amount of space" are too vague and restrictive.*

*Response:* The FAA has not used these terms in the final policy. Instead, the policy lists specific prohibited conditions that would be considered to interfere with aeronautical use of a hangar.

7. *Comment: Commenter states Glider operations require storage of items at the airport other than aircraft, such as tow vehicles and towing equipment. This should be an approved use of hangars.*

*Response:* Tow bars and glider tow equipment have been added to the list of examples of aeronautical equipment. Whether a vehicle is dedicated to use for glider towing is a particular fact that can be determined by the airport sponsor in each case. Otherwise the general rules for parking a vehicle in a hangar would apply.

8. *Comment:* Commenter states it should be clear that it is acceptable to park a vehicle in the hangar while the aircraft is out of the hangar being used.

*Response:* The final policy states that a vehicle parked in the hangar, while the vehicle owner is using the aircraft will not be considered to displace the aircraft, and therefore is not prohibited.

9. *Comment:* Commenters, including Experimental Aircraft Association (EAA), stated that aviation museums and non-profit organizations that promote aviation should not be excluded from hangars.

*Response:* Aviation museums and other non-profit aviation-related organizations may have access to airport property at less than fair market rent, under section VII.E of the FAA Policy and Procedures Concerning the Use of Airport Revenue. (64 FR 7710, February 16, 1999). However, there is no special reason for such activities to displace aircraft owners seeking hangar space for storage of operating aircraft, unless the activity itself involves use and storage of aircraft. Accordingly, aviation museums and non-profit organizations will continue to have the same access to vacant hangar space as other activities that do not actually require a hangar for aviation use, that is, when there is no aviation demand (aircraft storage) for those hangars and subject to the discretion of the airport operator.

10. *Comment:* Commenters suggest that the policy should allow a "grace period" for maintaining possession of an empty hangar for a reasonable time from the sale of an aircraft to the purchase or lease of a new aircraft to be stored in the hangar.

*Response:* The FAA assumes that airport lease terms would include reasonable accommodation for this purpose and other reasons a hangar might be empty for some period of time, including the aircraft being in use or at another location for maintenance. The reasons for temporary hangar vacancy and appropriate "grace periods" for various events depend on local needs and lease policies, and the FAA has not included any special provision for grace periods in the final policy.

11. *Comment:* Commenters believe that the policy should allow some leisure spaces in a hangar, such as a lounge or seating area and kitchen, in

recognition of the time many aircraft owners spend at the airport, and the benefits of an airport community.

*Response:* The final policy does not include any special provision for lounge areas or kitchens, either specifically permitting or prohibiting these areas. The policy requires only that any non-aviation related items in a hangar not interfere in any way with the primary use of the hangar for aircraft storage and movement. The airport sponsor is expected to have lease provisions and regulations in place to assure that items located in hangars do not interfere with this primary purpose.

12. *Comment:* Commenters, including EAA, stated that all construction of an aircraft should be considered aeronautical for the purpose of hangar use, because building an aircraft is an inherently aeronautical activity. The policy should at least allow for use of a hangar at a much earlier stage of construction than final assembly.

*Response:* The FAA has consistently held that the need for an airport hangar arises at the time the components of the aircraft are assembled into a completed aircraft. Prior to that stage, components can be assembled off-airport in smaller spaces. This determination has been applied to both commercial aircraft manufacturing as well as homebuilding of experimental aircraft.

A large majority of the more than 2,400 public comments received on the notice argued that aircraft construction at any stage is an aeronautical activity. The FAA recognizes that the construction of amateur-built aircraft differs from large-scale, commercial aircraft manufacturing. It may be more difficult for those constructing amateur-built or kit-built aircraft to find alternative space for construction or a means to ultimately transport completed large aircraft components to the airport for final assembly, and ultimately for access to taxiways for operation.

Commenters stated that in many cases an airport hangar may be the only viable location for amateur-built or kit-built aircraft construction. Also, as noted in the July 2014 notice, many airports have vacant hangars where a lease for construction of an aircraft, even for several years, would not prevent owners of operating aircraft from having access to hangar storage.

Accordingly, the FAA will consider the construction of amateur-built or kit-built aircraft as an aeronautical activity. Airport sponsors must provide reasonable access to this class of users, subject to local ordinances and building codes. Reasonable access applies to currently available facilities; there is no

requirement for sponsors to construct special facilities or to upgrade existing facilities for aircraft construction use.

Airport sponsors are urged to consider the appropriate safety measures to accommodate aircraft construction. Airport sponsors leasing a vacant hangar for aircraft construction also are urged to incorporate progress benchmarks in the lease to ensure the construction project proceeds to completion in a reasonable time. The FAA's policy with respect to commercial aircraft manufacturing remains unchanged.

13. *Comment:* Commenter suggests that the time that an inoperable aircraft can be stored in a hangar should be clarified, because repairs can sometimes involve periods of inactivity.

*Response:* The term "operational aircraft" in the final policy does not necessarily mean an aircraft fueled and ready to fly. All operating aircraft experience downtime for maintenance and repair, and for other routine and exceptional reasons. The final policy does not include an arbitrary time period beyond which an aircraft is no longer considered operational. An airport operator should be able to determine whether a particular aircraft is likely to become operational in a reasonable time or not, and incorporate provisions in the hangar lease to provide for either possibility.

14. *Comment:* Commenter suggests that the FAA should limit use of hangars on an obligated airport as proposed in the July 2014 notice. Airport sponsors frequently allow non-aeronautical use of hangars now, denying the availability of hangar space to aircraft owners.

*Response:* Some commenters supported the relatively strict policies in the July 2014 notice, citing their experience with being denied access to hangars that were being used for non-aviation purposes. The FAA believes that the final policy adopted will allow hangar tenants greater flexibility than the proposed policy in the use of their hangars, but only to the extent that there is no impact on the primary purpose of the hangar. The intent of the final policy is to minimize the regulatory burden on hangar tenants and to simplify enforcement responsibilities for airport sponsors and the FAA, but only as is consistent with the statutory requirements for use of federally obligated airport property.

#### Final Policy

In accordance with the above, the FAA is adopting the following policy statement on use of hangars at federally obligated airports:

**Use of Aeronautical Land and Facilities****Applicability**

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use, but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar.

**I. General**

The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements several Grant Assurances, including Grant Assurance 5, *Preserving Rights and Powers*; Grant Assurance 22, *Economic Nondiscrimination*; Grant Assurance 24, *Fee and Rental Structure*; and Grant Assurance 25, *Airport Revenues*.

**II. Standards for Aeronautical Use of Hangars**

a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.

b. Aeronautical uses for hangars include:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not

interfere with the aeronautical use of the hangar.

d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
3. Impede access to aircraft or other aeronautical contents of the hangar.
4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).
5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

e. Hangars may not be used as a residence, with a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B paragraph 20.5(b).

f. This policy applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.

**III. Approval for Non-Aeronautical Use of Hangars**

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following cases:

a. FAA advance approval of an *interim use*: Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B

paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

b. FAA approval of a *month-to-month leasing plan*: An airport sponsor may obtain advance written approval month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A sponsor's request for approval of an interim use or a month-to-month leasing plan should include or provide for (1) an inventory of aeronautical and non-aeronautical land/uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

c. *Other cases*: Advance written release by the FAA for all other non-aeronautical uses of designated aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B chapter 22.

**IV. Use of Hangars for Construction of an Aircraft**

Non-commercial construction of amateur-built or kit-built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the lease of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project start.

**V. No Right to Non-Aeronautical Use**

In the context of enforcement of the Grant Assurances, this policy allows some incidental storage of non-aeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19, *Operations and Maintenance*. To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

**VI. Sponsor Compliance Actions**

a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.

b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.

c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.

d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incident non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.

e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016.

**Robin K. Hunt,**

*Acting Director, Office of Airport Compliance and Management Analysis.*

[FR Doc. 2016-14133 Filed 6-14-16; 8:45 am]

**BILLING CODE 4910-13-P**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES****Food and Drug Administration****21 CFR Parts 660, 801, and 809**

[Docket No. FDA-2013-N-0125]

RIN 0910-AG74

**Use of Symbols in Labeling**

**AGENCY:** Food and Drug Administration, HHS.

**ACTION:** Final rule.

**SUMMARY:** The Food and Drug Administration (FDA or the Agency) is issuing this final rule revising its medical device and certain biological product labeling regulations to explicitly allow for the optional inclusion of graphical representations of information, or symbols, in labeling (including labels) without adjacent explanatory text (referred to in this document as "stand-alone symbols") if certain requirements are met. The final rule also specifies that the use of symbols, accompanied by adjacent explanatory text continues to be permitted. FDA is also revising its prescription device labeling regulations to allow the use of the symbol statement "Rx only" or "R only" in the labeling for prescription devices.

**DATES:** This rule is effective September 13, 2016.

**FOR FURTHER INFORMATION CONTACT:** For information concerning the final rule as it relates to devices regulated by the Center for Devices and Radiological Health (CDRH): Antoinette (Tosia) Hazlett, Center for Devices and Radiological Health, Food and Drug Administration, Bldg. 66, Rm. 5424, 10903 New Hampshire Ave., Silver Spring, MD 20993-0002, 301-796-6119, email: [Tosia.Hazlett@fda.hhs.gov](mailto:Tosia.Hazlett@fda.hhs.gov).

For information concerning the final rule as it relates to devices regulated by the Center for Biologics Evaluation and Research: Stephen Ripley, Center for Biologics Evaluation and Research, Food and Drug Administration, 10903 New Hampshire Ave., Bldg. 71, Rm. 7301, Silver Spring, MD 20993-0002, 240-402-7911.

**SUPPLEMENTARY INFORMATION:****Executive Summary***Purpose of the Regulatory Action*

The final rule explicitly permits the use of symbols in medical device labeling without adjacent explanatory text if certain requirements are met. The medical device industry has requested the ability to use stand-alone symbols on domestic device labeling, consistent with their current use on devices manufactured for European and other foreign markets. The final rule seeks to harmonize the U.S. device labeling requirements for symbols with international regulatory requirements, such as the Medical Device Directive 93/42/EEC of the European Union (EU) (the European Medical Device Directive) and global adoption of International Electrotechnical Commission (IEC) standard IEC 60417 and International Organization for Standardization (ISO) standard ISO 7000-DB that govern the use of device symbols in numerous foreign markets.

*Summary of the Major Provisions of the Regulatory Action in Question*

FDA has generally interpreted existing regulations not to allow the use of symbols in medical device labeling, except with adjacent English-language explanatory text and/or on in vitro diagnostic (IVD) devices intended for professional use. Under the final rule, symbols established in a standard developed by a standards development organization (SDO) may be used in medical device labeling without adjacent explanatory text as long as: (1) The standard is recognized by FDA under its authority under section 514(c) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) (21 U.S.C. 360d(c)) and the symbol is used according to the specifications for use of the symbol set

Revised 10/11/23

BALDWIN COUNTY REGIONAL AIRPORT (MLJ)  
MILLEDGEVILLE, BALDWIN COUNTY, GEORGIA  
2024-2029 CIP

	TOTAL COST	FEDERAL COST	BIL/AIG FUNDING	STATE COST	LOCAL COST
<b>2024</b>					
1. Design - East Apron - Site planing for grading, infrastructure, and taxiways.	\$105,000	\$94,500	***	\$0	\$10,500
2. Design - Lower Apron - Site planing for grading, infrastructure and taxiways.	\$400,000	\$360,000	***	\$0	\$40,000
3. Environmental - East Apron and Lower Apron - Full Site Environmental Assessment.	\$150,000	\$135,000		\$0	\$15,000
4. DBE Update FY2024 through FY2026 (Reimbursement)	\$12,810	\$11,529		\$0	\$1,281
5. Construction - Terminal Apron Expansion	\$2,950,000	\$0		\$2,212,500	\$737,500
6. Modification of Standard Study for Parallel Taxiway Separation	<u>\$1,500</u>	\$1,350		<u>\$75</u>	<u>\$75</u>
<b>TOTAL - 2024</b>	<b>\$3,619,310</b>	<b>\$602,379</b>		<b>\$2,212,575</b>	<b>\$804,356</b>
<b>2025</b>					
1. Construction - East Apron - Site grading, infrastructure preparation and paving.	\$750,000	\$675,000	***	\$37,500	\$37,500
2. Construction - Lower Apron - Site grading, infrastructure, utilities preparation and paving to support county's hangar development layout plan.	\$6,000,000	\$5,400,000	***	\$300,000	\$300,000
3. Design - Taxiway Safety Improvements and Rehabilitation	<u>\$200,000</u>	<u>\$180,000</u>		<u>\$10,000</u>	<u>\$10,000</u>
<b>TOTAL - 2025</b>	<b>\$6,950,000</b>	<b>\$6,255,000</b>		<b>\$347,500</b>	<b>\$347,500</b>
<b>2026</b>					
1. Construction - Taxiway Safety Improvements and Rehabilitation	<u>\$2,000,000</u>	<u>\$1,800,000</u>		<u>\$100,000</u>	<u>\$100,000</u>
<b>TOTAL - 2026</b>	<b>\$2,000,000</b>	<b>\$1,800,000</b>		<b>\$100,000</b>	<b>\$100,000</b>
<b>2027</b>					
1. Design - Runway 10-28 Edge Lighting and Approach Lighting Rehabilitation and Beacon Relocation	\$90,000	\$81,000		\$4,500	\$4,500
2. DBE Update FY2027 through FY2029 (Reimbursement)	<u>\$13,000</u>	<u>\$11,700</u>		<u>\$0</u>	<u>\$1,300</u>
<b>TOTAL - 2027</b>	<b>\$103,000</b>	<b>\$92,700</b>		<b>\$4,500</b>	<b>\$5,800</b>
<b>2028</b>					
1. Construction - Runway 10-28 Edge Lighting, Approach Lighting Rehabilitation and Beacon Relocation	\$900,000	\$810,000		\$45,000	\$45,000
2. Design - Apron Crack Seal and Pavement Rejuvenator	<u>\$50,000</u>	<u>\$45,000</u>		<u>\$2,500</u>	<u>\$2,500</u>
<b>TOTAL - 2028</b>	<b>\$950,000</b>	<b>\$855,000</b>		<b>\$47,500</b>	<b>\$47,500</b>
<b>2029</b>					
1. Apron Crack Seal and Pavement Rejuvenator	\$250,000	\$225,000		\$12,500	\$12,500
2. Airport Facility/Infrastructure Inventory	<u>\$100,000</u>	<u>\$90,000</u>		<u>\$5,000</u>	<u>\$5,000</u>
<b>TOTAL - 2029</b>	<b>\$350,000</b>	<b>\$315,000</b>		<b>\$17,500</b>	<b>\$17,500</b>
<b>TOTAL CIP 2024-2029</b>	<b>\$13,972,310</b>	<b>\$9,920,079</b>		<b>\$2,729,575</b>	<b>\$1,322,656</b>

\*\*\* Designates BIL Project Allocation

**Future Projects:**

Airport Infrastructure/Stormwater Master Plan  
Airfield Drainage Improvements  
Airport Community Master Plan