

July 23, 2012

Carol Comer  
Director of Aviation  
Georgia Department of Transportation  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308

Re: Informal Part 13 Complaint filed by TJP@JAX, Inc.  
against the City of St. Mary's, Georgia and the  
St. Mary's Airport Authority

Dear Carol:

This letter will constitute an informal complaint filed pursuant to 14 C.F.R Part 13 as it relates to discrimination and refusal to permit access to a federally funded airport facility, the actions have been taken by the City of Saint Marys, the Saint Marys' Airport Authority Board, and the Saint Marys' Police Department. TJP@JAX, Inc. has an existing lease with Bird Aviation (a provider of hanger space at the field) since June 5, 2006 when the then Airport Authority Board gave permission to begin skydiving operations at the field. This consent was given by the Airport Authority Board in the minutes from the meeting of June 5, 2006 and also included a temporary structure for a period of three years as will be shown in exhibit A. The temporary structure has since been taken down.

On a specially called Airport Authority meeting on July 23, 2011, the Saint Marys Airport Authority Board ordered a suspension of skydiving operations for the 4<sup>th</sup> time since April 9, 2012. On this occasion the Board cited that skydiving near Kings Bay Naval Station possess safety concerns. Pursuant to Chapter 14 of the FAA's Airport Compliance Manual (8190.6B) this is a direct violation of Federal Grant Assurance 22. According to 14.2 of the FAA's Airport Compliance Manual sponsors,

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

This action taken by the Saint Marys' Airport Authority Board is in direct violation of 14.3 of 8190.B stating,

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

This is in place because the FAA has the required knowledge and information to make such determinations, and for 5 volunteers (The majority does not work in aviation or have FAA ratings) to supersede the FAA's Authority is in violation. The complete banning of skydiving has been found to be in violation of Grant Assurance 22 citing 14.4, section d, sub-section

(2) Examples of restriction which the FAA has found were not justified for safety or efficiency under Grant Assurance 22(i) have included: (d) A total ban on skydiving, when skydiving could be accommodated safely... The Authority has put a total ban on skydiving not because of interference with the airport, but because skydivers may land off their intended dropzone. Any form of general aviation may have an emergency situation and be forced to use alternative areas.

The Saint Marys Airport Authority Board is made up of 5 volunteers in the community; Jay Jeffrey Stanford is the head of this board. We also argue that skydiving and TJP@JAX, Inc. is being economically discriminated against. Jay Jeffrey Stanford (The Head of the Authority) directly governs his father Jeff Stanford, owner and operator of Saint Marys' Aviation. Saint Marys' Aviation is an FBO on the Saint Marys' Airport and they offer a flight school, fuel services, as well as a mechanic, and aircraft part sales. His father is asked to pay no commercial operation permit; we currently pay \$400 a month for the right to operate commercially on the field. This is direct economic discrimination towards TJP@JAX, Inc. Jay Jeffrey Stanford (Head of the AAB) has targeted skydiving to pay a commercial operations permit, but not to include his father who runs a flight school and uses the runways just as we do, this would be a violation of Grant Assurance 22's guidelines on economic discrimination. Our permit will be included as Exhibit B.

This permit we were forced to sign under duress of the Saint Marys' Police Department action on the weekend of July 28<sup>th</sup>, threatening to arrest skydivers on the public field under the direct guidance of the Airport Authority Board as shown in Exhibit C. We were advised by GDOT that the language of the permit was acceptable, and we signed the Permit on August 2, 2012 in good faith after attending a meeting with the same intention on July 30, 2012 to attempt to come to a fair and reasonable contract. Exhibit D will be an attached audio recording of that meeting. Two authority board members Frank Drane and Frank Fresca, the Airport Authority Board Attorney, Jim Stein, and two members of TJP@JAX, Inc., President, Catherine Kloess, and Vice President, Casey Kloess-Finley, were all in attendance. The Airport Authority Board said in the meeting that it was not a negotiation, it was a take it or leave it situation and that would be our only offer.

During the meeting VP of TJP@JAX, Inc. Casey Kloess-Finley presented questions to GDOT and the AAB in the Audio Tape about wording in the document such as, "1.b The Holder understands and agrees that runways, taxiways, and designated clearways NOT SPECIFICALLY SET FORTH IN THE DESIGNATED DROP ZONE are excluded as primary landing areas for skydivers. The Authority understands that there may be times when there may be inadvertent landings by skydivers not a part of the designated drop zone. **However, repeated parachute landing in such areas, which is the sole**

**discretion of the Authority is considered excessive, may result in action taken by the Authority to deny Holder the continued use of the Designated Drop Zone and revocation of the Permit for its Skydiving Operation.”** Frank Drane told us to trust him, and that if we landing off field in excess (specifically citing 3 times in a month long period) that we would have a meeting with the committee to come to an accord to take corrective action. Casey also stated that the language overstepped their authority as an Airport Authority Board; as safety of general aviation is an FAA concern and for them to try to dictate terms are a violation of Federal Law. The airways in the country our regulated by one authority, the FAA, and to empower an Airport Authority is in violation. The same was passed on by Catherine Kloess in an email to GDOT on July 30<sup>th</sup> a day after the meeting as is shown in exhibit E. Following completion of contract talks and a recommendation by GDOT to sign the permit, the Airport Authority Board, without our knowledge, decreased the dropzone by 66%. Two weeks later the Airport Authority is closing a skydiving business deemed safe by the same Authority two weeks prior and for the previous 6 years, because it is now unsafe. GDOT responded, and thought that the Authority would act in good faith, this is not the case.

The Authority is closing our general aviation business because they deem it unsafe. We have operated since 2006 and had zero FAA Violations. They want us to guarantee that no skydiver will ever land on Kings Bay Naval Base again. We cannot guarantee that, just as Jay Stanford’s Father cannot guarantee one of his student pilots will not cross into Prohibited Area 50, or the FAA cannot guarantee that an airplane will never crash in the United States. We operate a safe skydiving center, and have been doing so for 6+ years. After 9-11, the FAA and the Navy deemed skydiving and all other general aviation safe at Saint Marys Airport (4J6). Now, 11 years later, the Airport Authority Board, including Jay Stanford (His father in fact has a term in his contract that he will be financially reimbursed if the field is shut down or moved) is deeming the Airport too close to Kings Bay to continue safe operation. Banning skydiving or any other facet of general aviation is a direct violation of Federal Grant Assurance 22.

For our company to remain viable we cannot be targeted and shut down every month because we are a skydiving related business. TJP@JAX, Inc. is asking for a quick and thorough review. If the Saint Marys’ Airport Authority Board’s actions are in violation then we ask the GDOT and FAA to deem these actions in violation. If we are not allowed to continue uninterrupted operation, federal funding for this airfield should be removed, and all previous funding should be paid back into the general aviation fund.

Thank you for your attention in this matter.

Best regards,

Casey Kloess-Finley

VP TJP@JAX, Inc.  
[Thejump1@thejumpingplace.com](mailto:Thejump1@thejumpingplace.com)  
(813)312-6008

CC: Scott Seritt, FAA  
Atlanta Airport's District Office

Catherine Kloess  
President TJP@JAX, Inc.

## Exhibit A

St. Marys Airport Authority  
Minutes  
June 5, 2006

Dick Russell called the meeting to order at 6:03 pm at the St. Marys Library.

Attendees:

	Present	Absent
Greg Moore		√
Paul Moore	√	
Dick Russell	√	
Jim Steele	√	
Steve Swanson	√	

And members of the public.

Jim Steele moved to approve previous meeting's minutes dated April 3rd and May 1st, 2006.  
Paul Moore seconded  
UNANIMOUSLY PASSED.

Treasurers Report balance sheet was not available.

Jim Steele moves and amends as follows:  
to approve Skydive for temporary location of the structure, location to be determined. That SMAA enter into a contractual agreement for leasing airport property to Skydive for that purpose. That the rate be set at \$25 per month for the structure, and the understanding that additional \$30 per month will be paid for tiedown of its aircraft via the FBO, and that the business will sublet from Bird Aviation. This lease shall be for a term of 6 months renewable for up to 3 years.  
Steve Swanson seconded.  
UNANIMOUSLY PASSED.

Paul Moore moves to adjourn.  
Steve Swanson seconded.  
Meeting was adjourned at 7:12 pm local time.

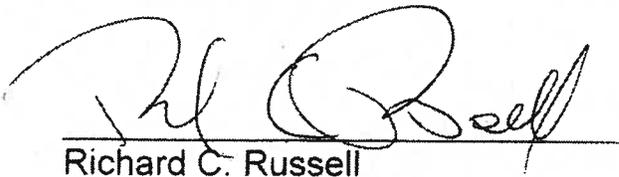
\*Transcribed from audio tape.

19 June 2012

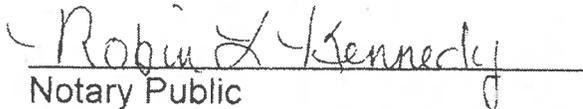
To whom it may concern:

In accordance with the requirements of FAA Federal Aviation Regulations (FARS, 14CFR) Part 105, Sections 23, Parachute Operations Over or Onto Airports, Cathy Kloess, dba The Jumping Place, was granted approval to conduct parachute operations over and on the St. Marys Airport (4J6), located in St. Marys, GA, by the St. Marys Airport Authority on 5 June 2006.

I certify that I was the chairman of the St. Marys Airport Authority on the date approval was granted and that approval was granted by unanimous vote of the Authority.

  
Richard C. Russell

The above document was signed in my presence on June 19, 2012

  
Notary Public

Notary Public, Camden County, Georgia  
My Commission Expires Sept. 4, 2015

## Exhibit B

### Commercial Access PERMIT

THIS PERMIT is granted and entered into this 20<sup>th</sup> day of July, 2012, by and between the St. Marys Airport Authority, a duly authorized authority of the State of Georgia, hereinafter referred to as the "Authority" and Cathy Kloess, d/b/a The Jumping Place, hereinafter referred to as the "Holder".

WHEREAS, Holder, is the operator and owner of a commercial skydiving business and desires to use a certain portion of the St. Marys Airport, hereinafter referred to as the "Airport", to skydive onto; and

WHEREAS, the Authority is willing to grant Holder a non-exclusive drop zone permit at the Airport, but only on the terms and conditions hereinafter stated and in compliance with the 2006 St. Marys Airport Minimum Standards, Section 11, including any other Minimum Standards provided for therein that are applicable to Holder's commercial skydiving business.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth in this Permit agreement the Authority and Holder hereby agree as follows:

1. **Permitted Drop Zone.** Pursuant to FAA Advisory Circular No. 150/5190-7 and Advisory Circular No. 105-2D the Authority establishes and designates the area set forth and illustrated on "Exhibit A 1 & 2" attached hereto and hereinafter referred to as the "Designated Drop Zone" for parachutist classified as Student, and Class A, B, C and D by the United States Parachute Association's (USPA).
  - a. The Authority hereby grants Holder the non-exclusive right to use the Designated Drop Zone for its parachute landings, hereinafter referred to as "Skydiving Operations". The Holder accepts and agrees to confine its Skydiving Operations to this Designated Drop Zone, which shall be the primary landing area for Holder's skydivers. The rights of the Holder to use the Designated Drop zone shall at all-time be subject to the rights of others to use the same in common with the Holder and Holder agrees not to unreasonably and unnecessarily interfere such rights.
  - b. The Holder understands and agrees that runways, taxiways, and designated clearways NOT SPECIFICALLY SET FORTH IN THE DESIGNATED DROP ZONE are excluded as primary landing areas for skydivers. The Authority understands that there may be times when there may be inadvertent landings by skydivers in areas not a part of the designated drop zone. However, repeated parachute landings in such areas, which in the sole discretion of the Authority is

considered excessive, may result in action taken by the Authority to deny Holder the continued use of the Designated Drop Zone and revocation of the Permit for its Skydiving Operations.

- c. All Skydiving Operations within the Designated Drop Zone shall be conducted in a safe, orderly and proper manner and in strict compliance with all current and future Federal Aviation Regulations (FARs), USPA's Basic Safety Requirements (BSRs) and St. Marys Airport Minimum Standards. It is specifically understood and agreed to by Holder that violations of Section 2-1H of USPA's BSRs, Drop Zone Requirements, and any amendments thereto shall be deemed to be serious safety violations under the terms of this Agreement and shall subject this Permit to immediate termination or suspension by the Authority.
  - d. Holder acknowledges that neither the Authority nor its representatives have made any representations or warranties of any nature whatsoever regarding the Drop Zone or Airport including, without limitation, the suitability of the Drop Zone for Holder's intended use thereof.
  - e. When conducting its Skydiving Operations at the Airport, Holder agrees to arrange for its own company communication system, using appropriate frequencies and refrain from using the Unicom frequency for Holder's business communications.
2. **Term.** The term of this agreement will be for ninety (90) calendar days beginning on Aug 1<sup>st</sup> 2012 and it will be automatically extended by ninety (90) additional calendar days on \_\_\_\_\_ and at the end of each ninety (90) calendar day period thereafter, unless thirty(30) calendar days prior to its anniversary date of \_\_\_\_\_ or thirty (30) calendar days prior to any subsequent anniversary date thereafter, either party gives timely notice of its intention to terminate this agreement.
  3. **Permit Fee.** In consideration of the rights and privileges granted by the Permit, Holder agrees to pay Authority the permit fee of four hundred dollars (\$400.00) per month. Such permit fee shall be payable on the first business day of each month and shall be payable to the St. Marys Airport Authority. Holder acknowledges and agrees that the Permit Fee established by the Authority hereunder is fair, reasonable and nondiscriminatory.
  4. **Use of Airport.** The reasonable use of the Airport is granted to Holder, its employees, passengers, guests, patrons, and invitees, in common with other duly

authorized users of the Airport and its appurtenants together with all other facilities and improvements which have been or may hereafter be provided for public use in connection with the Airport. Holder agrees it shall not permit its Skydiving Operation to unreasonably or unnecessarily interfere with such other authorized users.

- 5. Insurance and Indemnification.** Holder shall obtain and maintain continuously in effect at all times during the term of this Permit, at Holder's sole expense, Comprehensive General Liability insurance with a Combined Single Limit of not less than One Million Dollars (\$1,000,000) per occurrence protecting the Authority against any and all liability by reason of Lessee's conduct incident to the use of the Airport as allowed herein. Holder shall specifically protect the Authority by naming the Authority as an additional insured under such Comprehensive General Liability insurance. It is the responsibility of the Holder to keep the required insurance in full force and effect and provide such evidence to the Authority or the City of St. Marys annually and upon request by either of them, at any time during the term of this Permit.
- 6. Airport Minimum Standards.** Holder shall comply with the Airport's Minimum Standards, Section 11, including any other Minimum Standards provided therein that are applicable to Holder's commercial skydiving business and other activities at the Airport unless excused from such compliance, in writing, by the Authority. The Holder understands and agrees that such Minimum Standards may be amended from time to time by the Authority and agrees to such amendments that are applicable to Holder's Skydiving Operations or other activities at the Airport.
- 7. Release of Liability and Indemnification Agreement.** Holder agrees to continue to require each parachutist who will be participating in its Skydiving Operation, including, but not limited to, Holder and its employees, contractors and customers, on the Airport to execute the Release of Liability and Indemnification Agreement attached hereto as Exhibit B and hereinafter referred to as the "Authority Release Agreement". Holder shall not allow a parachutist to participate in Skydive Operations unless an Authority Release Agreement has been executed by the parachutist.
- 8. Compliance with Laws.** Holder, its employees and invitees shall at all times comply with applicable federal, state and local laws and regulations while on, visiting or using the Airport. Holder specifically agrees that Holder's Skydiving Operations on, from, over and onto the Airport and all its other activities at the Airport shall be in strict compliance with all applicable federal, state and local laws and, including, but not limited to all current and future applicable FARs, and USPA's BSRs.

**9. Indemnification.** Holder agrees to protect, defend, reimburse, indemnify and hold the City of St. Marys, Authority, its agents, employees and officers and each of them collectively, "Indemnities" free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including, without limitation, reasonable attorney fees and cost incurred prior to trial, at trial and on appeal) and causes of action of every kind and character, known or unknown, arising from Holder's Skydiving Operation, its employees, agents, contractors or invitees against any of the Indemnities by reason of (i) any damage to property or the environment, including any contamination of Airport property such as, but not limited to, soil or storm water by fuel, gas, chemicals or other substances deemed by the Federal Environmental Protection Agency ("EPA") to be environmental contaminants at the time this Permit is executed or as may be redefined by the appropriate regulatory agencies in the future or (ii) bodily injury (including death) incurred or sustained by person, arising out of or incident to or in connection with this Permit. Compliance with the insurance requirements set forth in paragraph 5 above shall not relieve Holder of its liability or obligation to indemnify Indemnities as set forth in this paragraph.

**10. Termination.** The Permit shall be subject to termination by either party in the event there is an abandonment of the Airport as an Airport or airfield. The Authority may immediately terminate, revoke or suspend this Permit in the event Holder fails to make timely payment of the rent or violates any terms, conditions or provisions of this Permit. Provided, however, in the event of a default or violation of any of the terms and conditions of this Permit, involving matters that are not determined to be unsafe or dangerous by the Authority, in its sole discretion, Holder shall be given written notice of such default or violation and shall have ten (10) calendar days following receipt of such notice to correct the default or violation.

**11. Governing Law, Venue and Attorney's Fees.** This agreement is to be construed in accordance with the laws of the State of Georgia. Venue shall be Camden County Georgia, or the Southern District of the United States for the State of Georgia. In the event of any litigation between the parties regarding the breach and/or of the Permit, the prevailing party shall be entitled to its reasonable attorney's fees and cost, including fees and cost at the appellant level, from the non-prevailing party as determined by a court of competent jurisdiction.

**12. Transfer or Assignment.** Holder shall not have the authority to transfer or assign any rights to this Permit without the prior written approval and consent of the Authority. Any such transfer in violation of the terms of this prohibition shall be

grounds for termination of this Permit by the Authority pursuant to the provisions of default as set forth in paragraph 10 of this Permit.

- 13. Structure Limitation.** The Holder is expressly prohibited from installing any fixtures, buildings, structures of any nature whatsoever or making any alterations or improvements to any property of the Authority unless it receives written permission from the Authority.
- 14. Disclaimer of Liability.** Authority hereby disclaims, and Holder releases Authority, from any and all liability, whether in contract or tort (including strict liability, negligence and nuisance) for any loss, damage or injury of any nature whatsoever sustained by Holder, its employees, agents or invitees prior to the date of this Permit. During the term of this Permit or any extension hereof, Holder releases Authority, from any and all liability, whether in contract or tort (including strict liability, negligence and nuisance) for any loss, damage or injury of any nature whatsoever sustained by Holder, its employees, agents or invitees including but not limited to loss, damage, or injury to personal property of Holder or Holder's invitees that might be located or stored at the Airport, unless such loss, damage or injury is caused by Authority's negligence. The parties hereto expressly agree that under no circumstances shall the Authority be liable for indirect, consequential, special, or exemplary damages whether in contract or tort, including strict liability, negligence and nuisance such as, but not limited to loss of revenue or anticipated profits or any other damage related to the Holder's Skydive Operation allowed under this Permit. The Authority may at any time and from time to time close all or any portion of the Drop Zone to abate or rectify a condition determined to be unsafe or dangerous by the Authority in its sole discretion; for maintenance; and for public safety or security of the Airport as determined necessary in the sole discretion of the Authority. In the event the drop Zone is closed, Holder agrees that the Authority shall not be liable of and Holder waives, any claims for lost profits, economic losses or other consequential damages.
- 15. No Exclusive Rights.** Notwithstanding anything contained in this permit to the contrary, it is understood and agreed that the rights granted under this Permit are nonexclusive and that the Authority may grant similar privileges to another Aviation related business, including, but not limited to, another commercial skydiving business.
- 16. Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified mail, postage prepaid, return receipt requested, or by

overnight courier with receipt acknowledgement, or by witnessed hand-delivery, addressed to the party for whom it is intended at the place specified herein until changed in writing in the manner provided in this paragraph. As of the date of this Permit, the parties designate their addresses as follows:

For Authority

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Holder

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

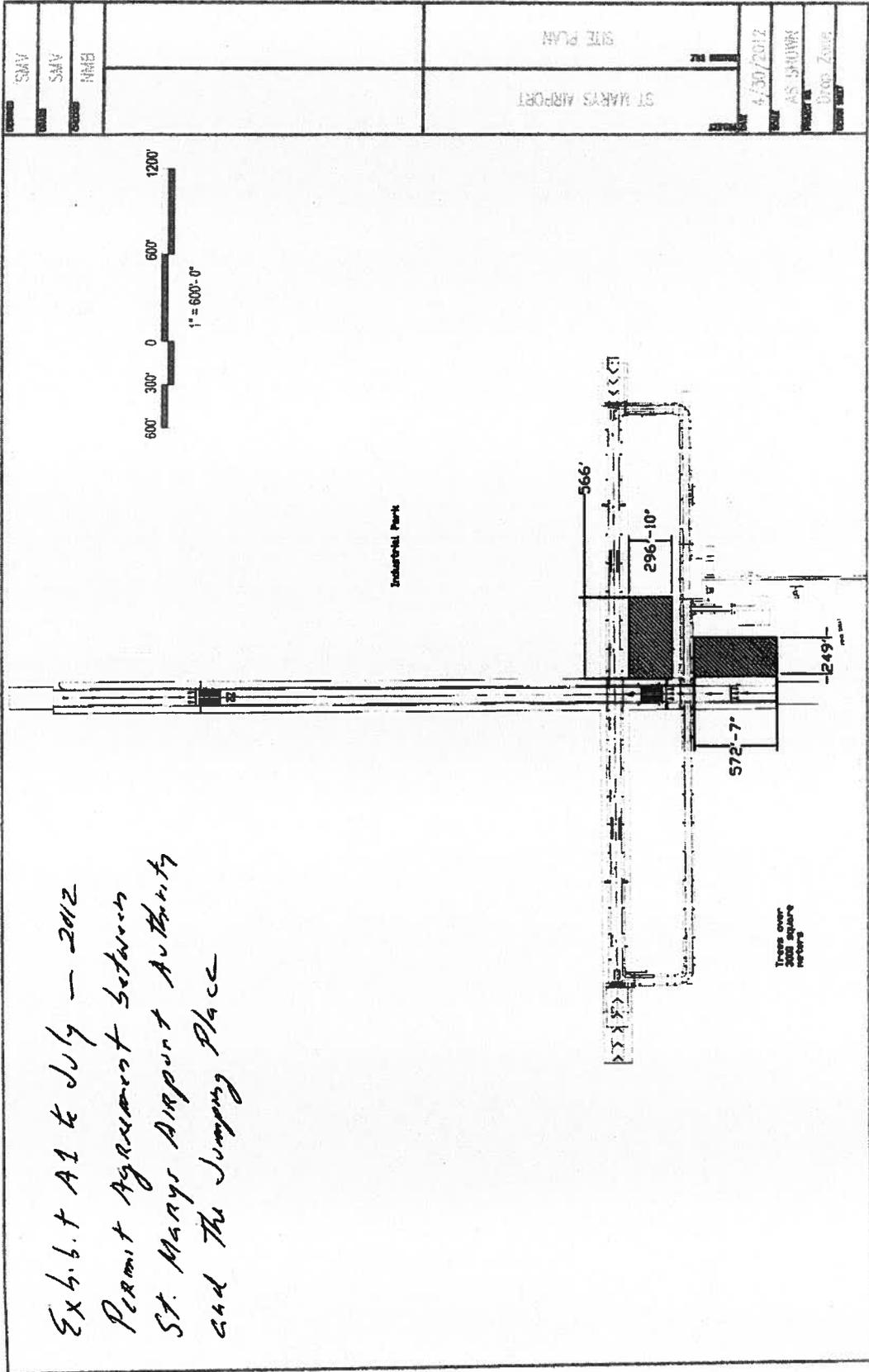
**17. Severability.** In the event that any section, paragraph, sentence, clause or provision of the Permit is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Permit and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Permit as of \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
Chairman  
St. Marys Airport Authority

By: \_\_\_\_\_  
Cathy Kloess  
D/B/A The Jumping Place

Exhibit A1 to July - 2012  
Permit Agreement between  
St. Marys Airport Authority  
and The Jumping Place



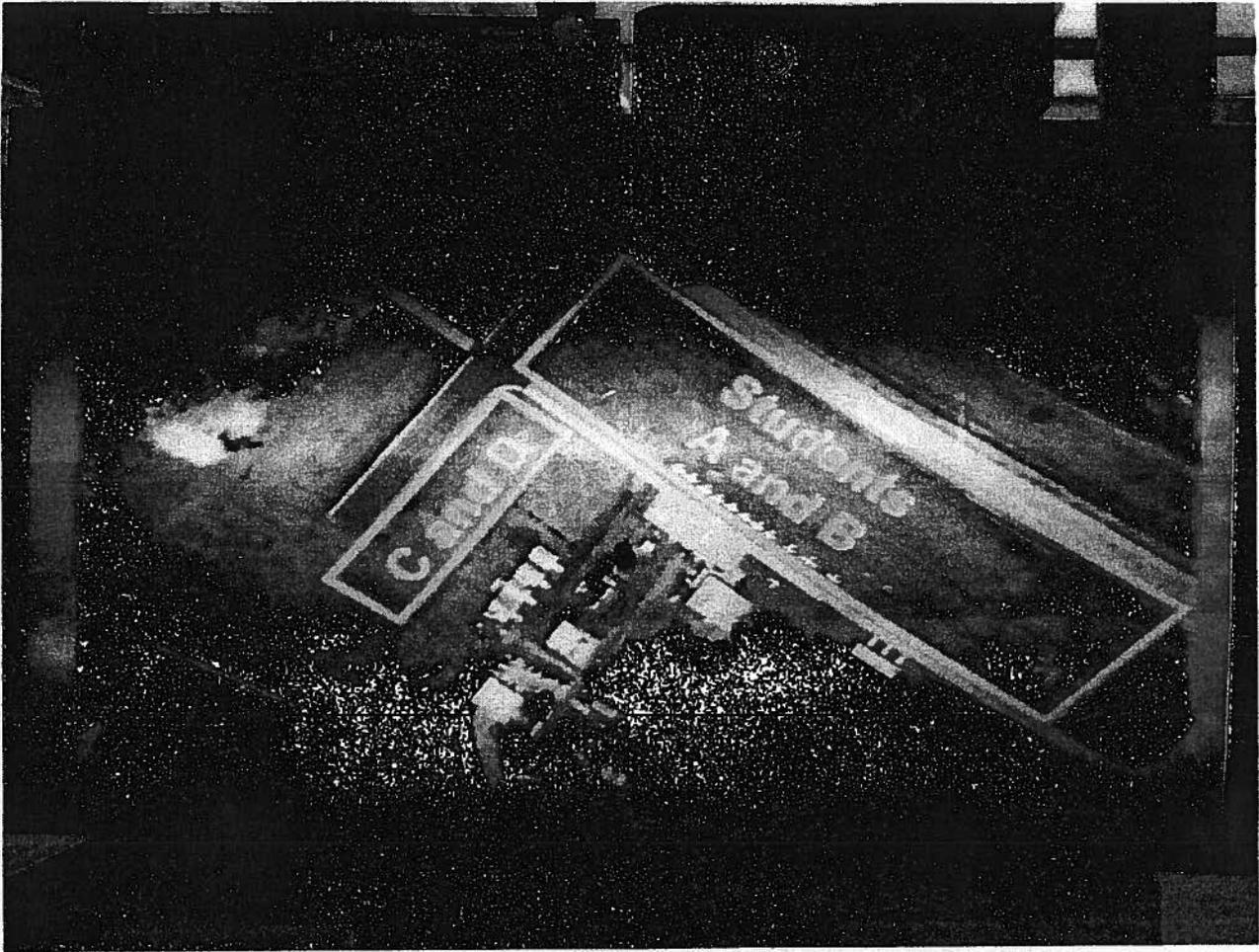


Exhibit A2 to July — 2012  
Permit Agreement between  
St. Marys Airport Authority  
and The Jumping Place

**Rhonda Thornton**

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**To:** James E. Stein  
**Subject:** FW: Airport Authority's request

**Exhibit C**

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**From:** Tim Hatch [<mailto:Tim.Hatch@stmarysga.gov>]  
**Sent:** Friday, July 27, 2012 5:42 PM  
**To:** [stein3@tds.net](mailto:stein3@tds.net)  
**Cc:** Gary Moore ([GMoore@tosclaw.com](mailto:GMoore@tosclaw.com)); Steve Crowell; Margaret Brown  
**Subject:** Airport Authority's request

Mr. Stein,

In reference to our earlier telephone conversation:

1. The City Manager and I spoke to the City Attorney via phone and determined that the St. Marys Police will enforce the Criminal Trespass violations of skydivers landing on St. Marys Airport property. (The enforcement of this code will be against individual skydivers who are found to be trespassing, not the owners/operators/employees of "The Jumping Place.")
2. Skydivers who are caught trespassing in this manner will first receive a warning from the Police Department.
3. Second or subsequent violations by the same person will result in Criminal Trespass charges being filed.
4. The enforcement efforts described above will commence once the Airport Authority places a clearly visible sign at the entrance to the airport warning skydivers that anyone caught skydiving from businesses/aircraft that are not permitted to operate at the St. Marys Airport will be considered to be trespassing if they land on Airport property. (If you want to discuss the wording of this sign, I will be glad to provide my input.)
5. Typically, we do not automatically enforce trespassing issues without a complainant for each incident. Therefore, each incident should be reported to the Camden County Emergency Dispatch Center in order to have a police unit dispatched to handle the call. These reports can be made by calling either 912-729-1442 or 9-1-1.

If you have any questions regarding this issue, please let me know.

Respectfully,

Chief Tim Hatch

**James E. Stein**

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**From:** "James E. Stein" <jstein1@tds.net>  
**To:** "Cathy Kloess" <thejumpingplace@gmail.com>  
**Cc:** "Keith Thompson" <keith31558@yahoo.com>; "Jay Stanford" <jay.j.stanford@gmail.com>; "Frank Frasca" <carlo37@tds.net>; "Frank Drane" <frankdrane@yahoo.com>; "Ray/Carol Hein" <rchein@tds.net>  
**Sent:** Tuesday, July 31, 2012 10:58 AM  
**Subject:** Permit

Please be advised that we have the Permit properly executed by the Chairman. We will need you to sign the Permit, give us the address you want on the document, and initial each page. Also, please advise if it is your intention to execute the Permit. That action would enable you to continue your operation, the trespass warnings would be removed, and no action would be taken on the restraining order. Look forward to you immediate response. Thanking you, in advance, for the same.

# Exhibit E

Catherine Kloess

Jul 30

Please tell us our expectation from GDOT,

In our brief look at this new lease from Saint Marys AAB we have noticed that on page 2 section 3, we are being asked to sign away our right to argue the fact that the \$400 per month fee is unreasonable. More importantly on page 5 section 14 we are being told to relinquish our legal rights to assess damages to the AAB for attempting to shut us down for months, publishing that we are shut down, and sending police officers to tell our customers that they would be arrested last weekend without due process.

Throughout the document, it is repeatedly mentioned that the AAB would have the power to remove as the "sole source" for any reason for lease termination. At the meeting, we were dictated terms, it's not a discussion, its a dictatorship. We do not want to set a precedent for skydiving companies to accept terms such as these.

All this is for a 90 day permit to operate that can be revoked in that same period.

Is the expectation from GDOT and the FAA that we should sign this document? Any guidance would be greatly appreciated

Please help,

Sands, Carla Jo [csands@dot.ga.gov](mailto:csands@dot.ga.gov)

Jul 31

to me, Carol, Chuck, Randy, Charles, Richard, Greg, publicrecordsl., Bill, Steve

Hi Cathy,

We have reviewed the commercial access permit; the terms and conditions presented do not seem unreasonable. As to your specific concerns below, we offer the following guidance:

- Page 2 Section 3, regarding \$400 monthly permit fee. As noted in our response to the Part 13 informal complaint, the fee assessed was established by conducting research to establish a fair market value and is considered reasonable.
- Page 5 Section 14, regarding disclaimer of liability. This disclaimer is within the rights of the Airport Authority and is considered reasonable.
- Your concern regarding lease termination. The terms identified for lease termination are considered reasonable. The airport authority is within their rights to protect their ability to operate the airfield in a safe and serviceable manner.

As mentioned above, our review of the commercial operating permit leads us to consider the terms and conditions set forth as reasonable. In our role, we have the opportunity to review many airport leases and the terms and conditions presented in the permit are fairly common.

We thank you for the opportunity to review and provide comments.

Carla

**\*please note new location and contact information**

**Carla Sands | Aviation Development Engineer, Aviation Programs**

Georgia Department of Transportation

600 W. Peachtree St. NW | Atlanta, GA 30308

[csands@dot.ga.gov](mailto:csands@dot.ga.gov) | [www.dot.ga.gov](http://www.dot.ga.gov)

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