



*AMENDED AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
NOVEMBER 1, 2016
6:00 P.M.
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend Bernard Thompson of New Zion Missionary Baptist Church.

4. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA

5. CONSENT AGENDA

5.1. FACILITIES USE AGREEMENT – PORSCHE CARS NORTH AMERICA –RESOLUTION 2016-132

FACILITIES USE AGREEMENT – PORSCHE CARS NORTH AMERICA –RESOLUTION 2016-132 APPROVING A FACILITIES USE AGREEMENT WITH PORSCHE CARS NORTH AMERICA FOR THE USE OF AIRPORT PROPERTY TO CONDUCT A DRIVING EXPERIENCE FOR THE ASSOCIATION FOR CORPORATE GROWTH (ACG) CONVENTION ATTENDEES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Facilities Use Agreement with Porsche Cars North America for a drive experience at the Fernandina Beach Municipal Airport.*

Documents:

[Resolution 2016-132.pdf](#)

**5.2. SEWER & REFUSE EXEMPTIONS FOR FY 2016/2017 – RESOLUTION 2016-133
SEWER & REFUSE EXEMPTIONS FOR FY 2016/2017 –**

RESOLUTION 2016-133 APPROVING TEN ADDITIONAL APPLICATIONS FOR CITY SEWER AND REFUSE EXEMPTION FOR FISCAL YEAR 2016/2017; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves ten applicants for exemption of payment for Sewer and Refuse Services from October 1, 2016 through September 30, 2017.*

Documents:

[2016-133 Sewer and Refuse Applicants.pdf](#)

6. RESOLUTIONS

6.1. BUDGET AMENDMENT & CAPITAL IMPROVEMENT PLAN AMENDMENT – AIRPORT – RESOLUTION 2016-134

BUDGET AMENDMENT & CAPITAL IMPROVEMENT PLAN AMENDMENT – AIRPORT – RESOLUTION 2016-134 APPROVING AN AMENDMENT TO THE BUDGET FOR THE FISCAL YEAR 2016/2017; AMENDING THE FIVE YEAR CAPITAL IMPROVEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the transfer of funds in the amount of \$37,550 for the construction of an access driveway at the Fernandina Beach Municipal Airport. Also approves an amendment to the Five Year Capital Improvement Plan, adding the Access Driveway for Crane Island project.*

Documents:

[Resolution 2016-134.pdf](#)

6.2. LEASE AGREEMENT – NASSAU ALCOHOL CRIME AND DRUG ABATEMENT COALITION (NACDAC) – RESOLUTION 2016-135

LEASE AGREEMENT – NASSAU ALCOHOL CRIME AND DRUG ABATEMENT COALITION (NACDAC) – RESOLUTION 2016-135 APPROVING THE LEASE AGREEMENT BETWEEN THE NASSAU ALCOHOL CRIME AND DRUG ABATEMENT COALITION (NACDAC) AND THE CITY OF FERNANDINA BEACH FOR RENTAL SPACE AT THE PECK CENTER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the lease agreement with Nassau Alcohol Crime and Drug Abatement Coalition.*

Documents:

[Resolution 2016-135.pdf](#)

6.3. SETTLEMENT OF LAWSUIT – CITY OF FERNANDINA BEACH V. MARCO DESTIN, INC. D/B/A ALVIN’S ISLAND - RESOLUTION 2016-136

SETTLEMENT OF LAWSUIT – CITY OF FERNANDINA BEACH V. MARCO DESTIN, INC. D/B/A ALVIN’S ISLAND - RESOLUTION 2016-136 APPROVING THE SETTLEMENT AGREEMENT IN THE CASE OF CITY OF FERNANDINA BEACH V. MARCO DESTIN, INC. D/B/A ALVIN’S ISLAND; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Settlement Agreement in the case of City of Fernandina Beach v. Marco Destin, Inc. d/b/a Alvin’s Island, Fourth Judicial Circuit Case No: 2016-CA-000248.*

Documents:

[Resolution 2016-136.pdf](#)

6.4. ASSIGNMENT OF LEASE AND 20-YEAR LEASE EXTENSION – FERNANDINA BEACH MEDICAL PROPERTIES, LLC - RESOLUTION 2016-137

ASSIGNMENT OF LEASE AND 20-YEAR LEASE EXTENSION – FERNANDINA BEACH MEDICAL PROPERTIES, LLC - RESOLUTION 2016-137 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN ASSIGNMENT OF A NEW 20-YEAR LEASE TERM FOR A CITY-OWNED PARKING LOT ON AIRPORT PROPERTY NEAR LYNNDAL ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City Manager to negotiate and execute a final assignment and assumption of the lease with Fernandina Beach Medical Properties, LLC and its assignee.*

Documents:

[Resolution 2016-137.pdf](#)

6.5. **INTERLOCAL CONTRACT - HOUSTON-GALVESTON AREA COUNCIL (HGAC) - RESOLUTION 2016-138

INTERLOCAL CONTRACT - HOUSTON-GALVESTON AREA COUNCIL (HGAC) - RESOLUTION 2016-138 APPROVING AN INTERLOCAL CONTRACT WITH HOUSTON-GALVESTON AREA COUNCIL (HGAC) FOR COOPERATIVE PURCHASING SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Interlocal Agreement with Houston-Galveston Area Council.*

Documents:

[Resolution 2016-138.pdf](#)

7. BOARD APPOINTMENTS

7.1. ARTS AND CULTURE NASSAU

ARTS AND CULTURE NASSAU – 1 appointment.

Documents:

[Board Appointment Arts and Culture.pdf](#)

8. CITY MANAGER REPORTS

9. CITY ATTORNEY REPORTS

10. CITY CLERK REPORTS

11. MAYOR/COMMISSIONER COMMENTS

12. ADJOURNMENT

- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
- IN ACCORDANCE WITH STATE LAW, ITEMS NOT ON THE AGENDA MAY BE BROUGHT UP FOR DISCUSSION BUT NO ACTION MAY BE TAKEN BY THE CITY COMMISSION. IF APPROPRIATE THE ITEM MAY BE SCHEDULED ON A FUTURE AGENDA.
- THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
- ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
- THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
- SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
- FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
- DISCUSSION - DIRECTION - ACTION ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
- PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
- QUASI-JUDICIAL - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-132**
Facilities Use Agreement – Porsche Cars North America

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-132**

SYNOPSIS: Porsche Cars North America has requested the use of Airport property to conduct a driving experience on November 16, 2016. This activity will take place on the pavement area of the remote parking area between Runway 9 and Taxiway C and will not impact normal operations of the Airport.

FISCAL IMPACT: This use of the Airport will generate \$999.00 in revenue and will incur no additional expense. The fee will be deposited into the Airport Fund, Other Revenue Account 420-369-9000.

2016/2017 CITY COMMISSION GOALS: (As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input checked="" type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016-132 *DLM*

DEPARTMENT DIRECTOR	Submitted by: Stephanie A. Morgan, Airport Manager	Date: 10/14/16
CONTROLLER	Approved as to Budget Compliance <i>PTK</i>	Date: 10/24/16
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 10/25/16
CITY MANAGER	Approved Agenda Item for 11/01/16 <i>DLM</i>	Date: 10/19/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FACILITIES USE AGREEMENT WITH PORSCHE CARS NORTH AMERICA FOR THE USE OF AIRPORT PROPERTY TO CONDUCT A DRIVING EXPERIENCE FOR THE ASSOCIATION FOR CORPORATE GROWTH (ACG) CONVENTION ATTENDEES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Porsche Cars North America has requested to use airport property at the Fernandina Beach Municipal Airport to conduct a drive experience on November 16, 2016; and

WHEREAS, such use of Airport property will be the pavement area of remote parking area between Runway 9 and Taxiway C and such training activity will not affect normal operations of the airport; and

WHEREAS, the City of Fernandina Beach will receive \$999.00 for each day of use of Airport property; and

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

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

SECTION 1. The City Commission hereby approves a Facilities Use Agreement, attached hereto as "Exhibit A", with Porsche Cars North America, for a drive experience at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute said agreement, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 1st day of November, 2016.

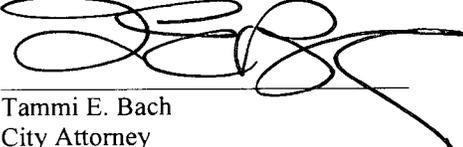
CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

this indemnification provision. This includes claims made by the employees of PCNA against the CITY and PCNA hereby waives its entitlement, if any, to immunity under Section 140.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity of Section 768.28, Florida Statutes.

- c. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
- d. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
- k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.
- l. PCNA shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY and USER as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. PCNA will provide insurance on all their equipment being used in the FACILITY.
- m. USER and PCNA shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.

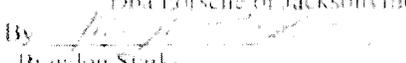
8. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.

9. The addresses for giving notices are as follows:

USER: Porsche of Jacksonville
10100 Atlantic Blvd
Jacksonville, FL 32225
Attn: Brandon Starks

CITY: City of Fernandina Beach
201 Ash Street
Fernandina Beach, FL 32034
Attn: City Manager

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

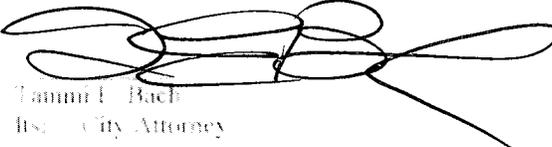
USER: Fields PAC, Inc
Dba Porsche of Jacksonville
By: 
Brandon Starks
Its: General Manager

CITY OF FERNANDINA BEACH
By: 
Dale E. Martin
Its: City Manager

Witness: Dore

WITNESS
By: 
Caroline Best
Its: City Clerk

WITNESS

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
Its: City Attorney

Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/27/2016

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

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

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Bldg 1, #700 Atlanta GA 30305 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Porsche Cars North America Inc. One Porsche Drive Atlanta GA 30354 USA	INSURER A: Zurich American Ins Co		16535
	INSURER B: Federal Insurance Company		20281
	INSURER C: HDI Global Insurance Company		41343
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570063880240 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLD1163806	12/31/2015	12/31/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	Excluded
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 3792806-09	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUD1163906	12/31/2015	12/31/2016	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1671720313	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570063880240

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: November 16, 2016 - Porsche Driving Event at Fernandina Beach Airport. City of Fernandina Beach is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach
Attn: Stephanie A. Morgan
204 Ash St.
Fernandina Beach FL 32034 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South, Inc.

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) of Covered Operations
Any Person or Organization for which the Named Insured is obligated to provide such coverage under a written contract.	Any location for which the Named Insured is obligated to provide such coverage under a written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

11

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-133**
Fiscal Year 2016/2017 Sewer and Refuse Exemptions

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-133**

SYNOPSIS: Each fiscal year, the City Commission allocates a certain amount of funding for limited income residents to be considered for financial relief of Sewer and Refuse Service payments. The Nassau County Council on Aging partners with the City of Fernandina Beach in determining eligible applicants. The Nassau County Council on Aging has submitted ten qualified Sewer and Refuse Exemption applications for Fiscal Year 2016-2017 for the Honorable City Commission's consideration and approval. The Sewer and Refuse Exemption applications are available for review in the City Clerk's Office.

FISCAL IMPACT: Funding in the amount of \$25,000 has been budgeted in the Fiscal Year 2016-2017 and is available in Social Services for Aged/Poor account number 001-8000-564.3000.

2016/2017 CITY COMMISSION GOALS: (As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Aalachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input checked="" type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016-133. *DLM*

DEPARTMENT DIRECTOR	Submitted by: Caroline Best <i>C Best.</i> City Clerk	Date: 10/13/16
CONTROLLER	Approved as to Budget Compliance <i>PHC</i>	Date: 10/24/16
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 10/25/16
CITY MANAGER	Approved Agenda Item for 11/1/2016 <i>DLM</i>	Date: 10/13/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TEN ADDITIONAL APPLICATIONS FOR CITY SEWER AND REFUSE EXEMPTION FOR FISCAL YEAR 2016/2017; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since circa 1976, the Fernandina Beach City Commission has provided limited income citizens relief from Sewer and Refuse Services monthly payments; and

WHEREAS, on November 5, 1985, the City Commission adopted Sewer and Refuse income guidelines to assist in determining which citizens may be eligible for Sewer and Refuse Service exemptions. The Nassau County Council on Aging partners with the City of Fernandina Beach in determining eligible applicants; and

WHEREAS, each fiscal year, the City Commission allocates a certain amount of funding for limited income residents to be considered for financial relief of Sewer and Refuse Service payments; and

WHEREAS, at this time, the City of Fernandina Beach has received ten applications from the Nassau County Council on Aging, attached hereto as Exhibit "A", for consideration of Sewer and Refuse Services payment exemption from October 1, 2016 through September 30, 2017; and

WHEREAS, funding is budgeted and available in Social Services for Aged/Poor account #001-8000-564.3000.

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

SECTION 1. The City Commission hereby approves ten applicants for exemption of payment for Sewer and Refuse Services from October 1, 2016 through September 30, 2017.

SECTION 2. This Resolution shall become effective immediately.

ADOPTED this 1st day of November, 2016.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Caroline Best
City Clerk



Tammi E. Bach
City Attorney

Resolution 2016-133
Exhibit "A"

Frances Alexander
Judy Bounds
Vernita Edwards
Bettye J. Lampkins
Robbie Richo
Marion Smith
Annette Spaulding
Celestine Stewart
Patricia Traeye
Cynthia Turner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-134**
Budget Amendment – Airport
Amendment to the Five Year Capital Improvement Plan

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-134**

SYNOPSIS: According to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500. The purpose of the proposed budget transfer is to transfer funds needed for the construction of an access driveway at the Fernandina Beach Municipal Airport for access to Crane Island(as indicated in the Airport Master Plan, July, 2016).

FISCAL IMPACT: Transfers \$37,550 from the Airport Reserve/Contingency account, 420-4200-542.9900 to the Airport Improvements account, 420-4200-542.6300. This unbudgeted item also requires an amendment to the City’s Five Year Capital Improvement Plan.

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input checked="" type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission adopt proposed Resolution 2016-134 *DLM*

DEPARTMENT DIRECTOR	Submitted by: Dale L. Martin City Manager	Date: 10/14/16
CONTROLLER	Approved as to Budget Compliance <i>PHE</i>	Date: 10/24/16
CITY ATTORNEY	Approved as to Form and Legality <i>JEB</i>	Date: <i>10/25/16</i>
CITY MANAGER	Approved Agenda Item for <i>11/1/16</i> <i>DLM</i>	Date: 10/14/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-134

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE BUDGET FOR THE FISCAL YEAR 2016/2017; AMENDING THE FIVE YEAR CAPITAL IMPROVEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopts and operates under a budget for the fiscal year and the City Charter requires that the City Commission approve any budget amendment over \$7,500; and

WHEREAS, staff recommends the following budget amendment for the construction of an access driveway at the Fernandina Beach Municipal Airport: a transfer of \$37,550 from the Airport Reserve/Contingency account, 420-4200-542.9900 to the Airport Improvements account, 420-4200-542.6300; and

WHEREAS, this unbudgeted item requires an amendment to the City's Five Year Capital Improvement Plan.

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

SECTION 1. The City Commission hereby approves the following budget amendment for the construction of an access driveway at the Fernandina Beach Municipal Airport: a transfer of \$37,550 from the Airport Cash Balance Forward account, 420-389.1000 to the Airport Improvements account, 420-4200-542.6300.

SECTION 2. The City Commission hereby approves an amendment to the Five Year Capital Improvement Plan, adding the Access Driveway for Crane Island project.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 1st day of November, 2016.

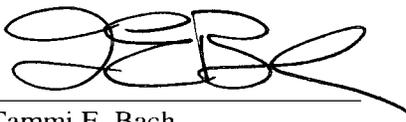
ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH
REQUEST FOR BUDGET AMENDMENT**

BUDGET AMENDMENT NUMBER:

DATE: 10/14/2016

DEPARTMENT: Airport

REQUEST THAT THE ADOPTED BUDGET FOR THE FOLLOWING ACCOUNTS BE AMENDED:

FROM	TO	
420-4200-542.9900	420-4200-542.6300	
Airport Reserve/Contingency	Airport Improvements	\$ 37,550

REASON FOR TRANSFER:

To transfer funds for the construction of an access driveway at the Fernandina Beach Municipal Airport for access to Crane Island.

RECOMMENDATIONS/COMMENTS:

DEPARTMENT DIRECTOR DATE

P H Clifford 10/24/16
CONTROLLER DATE

CITY MANAGER DATE

City of Fernandina Beach
Five Year Capital Plan

- Priority A:**
- Capital Improvements needed to protect public health and safety.
 - Capital Improvements needed to fulfill a State or Federal mandate.
 - Capital Improvements needed to fulfill a legal or regulatory requirement.
 - Capital improvements needed to complete an ongoing project.
 - Capital improvements that are shovel ready (funding, permits, etc. are in place).
 - Capital improvements needed to correct existing deficiencies or maintenance issues.
- Priority B:**
- Capital Improvements needed to meet or maintain adopted level of service standards.
 - Capital improvements needed to implement adopted plans or studies.
 - Capital improvements that are eligible for grant funding.
 - Capital improvements that will promote economic development.
 - Capital improvements that will reduce operating and/or maintenance costs.
- Priority C:**
- Capital Improvements that will increase efficient use of existing public facilities where the economic benefit that results from the improvement exceeds the economic cost of making the improvement.
 - Capital Improvements that will promote redevelopment and/or infill development.
- Priority D:**
- Capital Improvements needed to accommodate projected new development, that are consistent with the FLUM, and which represent a logical extension of public facilities.
 - Capital Improvements needed to serve developments that were approved prior to the adoption of this Fernandina Beach Comprehensive Plan.
- Priority E:**
- Capital Improvements that will further the plans of the St. Johns River Water Management District and other State agencies that may provide public facilities within the City.

Project Title/Justification	Funding Source			Cost	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	Priorities (Per Comp Plan Policy 8.01.02)							
	Gen Fund		*Other							A	B	C	D	E			
Airport Fund (420) Amended																	
	Enterprise																
OPERATIONS AND WELCOME CENTER BUILDING	20% ¹¹		80% ⁶	2,000,000	1,000,000	1,000,000						3,4					
EAST AREA ACCESS & SECURITY CONTROL			100% ⁶	150,000	150,000							3,4					
RUNWAY 4-22 SIGNAGE	5% ¹¹		5% ⁶ , 90% ⁷	100,000	100,000						1,2,3						
WELCOME CENTER-PUBLIC AREA	50% ¹¹		50% ⁶	200,000	100,000	100,000											
ACCESS DRIVEWAY	100% ¹¹			75,000	75,000						4	4	1				
ACCESS DRIVEWAY FOR CRANE ISLAND	100%¹¹			37,550	37,550							4					
CONSTRUCT CORP HANGAR AND APRON	50% ¹¹		50% ⁶	1,400,000				700,000	700,000			3,4					
EAST/NORTH AREA & T HANGARS	50% ¹¹		50% ⁶	800,000			800,000					3,4					
AIRPORT/JAMESTOWN RD INTERSECTION IMPROVEMENTS	20% ¹¹		80% ⁶	500,000					500,000				1				
REHAB TWY D EXT AND REMOTE PARKING AREA	5% ¹¹		5% ⁶ , 90% ⁷	950,000					950,000		6	3					
NORTH TERMINAL APRON REHAB	20% ¹¹		80% ⁶	375,000				75,000	300,000		6	4	1				
T-HANGARS/BULK HANGARS NORTH AREA	50% ¹¹		50% ⁶	800,000		800,000						3,4					
FUEL FARM NORTH AREA	20% ¹¹		80% ⁶	400,000			400,000					3,4					

- County
- FRDAP
- State
- Federal
- FIND
- FDOT
- FAA
- Loan
- Impact Fees
- Assessments
- Enterprise
- Utility Bond
- FBIP
- Fines
- Unclaim Prop

QUOTE
** COPY **



Show R.A. Number on all Correspondence

R.A. No. 50499885

Page 1 of 1

BRANCH: 373	BILL TO CUSTOMER: 2800279	SHIPPING ADDRESS
HERC JACKSONVILLE 11451 PHILLIPS HIGHWAY JACKSONVILLE, FL 32256 904-262-5838	CITY OF FERNANDINA BEACH 1017 SOUTH 5TH STREET EXT FERNANDINA BEACH, FL 32034	CITY OF FERNANDINA BEACH 1017 SOUTH 5TH STREET EXT FERNANDINA BEACH, FL 32034 904-310-3311

DESCRIPTION/CHARGES

EST START: 8/01/16 10:24	EST RETURN: 8/29/16 10:24	DROP DATE: _____
SHIPPED BY:	ORDERED BY: REX LESTER	DROP TIME: _____
ORDER DATE: 7/08/16	SALESPERSON: 386	SALES COORDINATOR: MICHAEL A. THIGPIN
RENTAL TAX CLAIM: MUNICIPAL/CITY	TAX DOCUMENT #: 85-8012740105C-	
PO# / JOB#: PENDING		

Rates subject to availability

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
1	EXCAVATOR/33-40 METRIC TON/CRAWLER/DSL 2460230	8/	995.00	165.83	995.00	2995.00	8400.00	8400.00
1	TRUCK/BOXDUMP/12-14YD/DSL 6560140	8/	455.00	75.83	455.00	1450.00	3795.00	3795.00
	Miles Free:				50	250	750	
	MIL CHG: .50							
1	TRUCK/BOXDUMP/12-14YD/DSL 6560140	8/	455.00	75.83	455.00	1450.00	3795.00	3795.00
	Miles Free:				50	250	750	
	MIL CHG: .50							
	DELIVERY CHARGE							720.00
	PICKUP CHARGE							720.00
	Taxable Sub-total:	0.00						
						Sub-total:		17430.00
						Total:		17430.00

For GREAT DEALS on USED EQUIPMENT - visit us on-line at HercRentals.com

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE

Notwithstanding payment of the RPP fee, Customer is liable for all damage to the Equipment and expense of Herc caused by the Equipment being used or operated in violation of the terms and conditions on the Reverse Side of this page or in violation of the RENTAL PROTECTION PLAN GUIDE

PARAGRAPH 12. ON THE REVERSE SIDE OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT. CUSTOMER REPRESENTS THAT HE HAS FULLY INSPECTED THE EQUIPMENT AND THAT SAME IS IN GOOD CONDITION AND REPAIR. CUSTOMER IS LIABLE FOR ALL VIOLATIONS OF LAW ARISING OUT OF CUSTOMER'S USE, POSSESSION OR OPERATION OF THE EQUIPMENT. THE EQUIPMENT DESCRIBED HEREIN IS RENTED PURSUANT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS PAGE. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

*Emissions and Environmental Surcharge - PLEASE BE AWARE that Herc adds an Emissions and Environmental Surcharge on motorized equipment rentals. This Surcharge is a charge by Herc to help offset costs and expenses, including overhead, generally associated with the following types of activities: (1) compliance with federal, state and local environmental laws, regulations and rules relating to Herc's business operations such as handling, managing, and/or disposing of waste materials associated with rental equipment that contain hazardous substances (i.e., motor oil, grease, and hydraulic fluid); (2) the implementation of voluntary conservation or "green" initiatives at Herc; and (3) the acquisition and use of vehicles in Herc's business with engines using advanced emission control technologies. The Surcharge amount may be changed from time to time in Herc's discretion. THIS SURCHARGE IS NOT A TAX OR GOVERNMENT MANDATED CHARGE.

RENTAL PROTECTION PLAN (RPP) IS NOT INSURANCE. The Charge for RPP is 15% of gross rental charges. Customer accepts or declines RPP. If Customer accepts RPP, in consideration of the Charge shown above, Lessor agrees to waive certain claims against customer for loss of or damage to Equipment, in accordance with the terms and conditions set forth in the Rental Agreement and in the RENTAL PROTECTION PLAN GUIDE which Customer should review before deciding whether to purchase RPP. By accepting the Rental Protection Plan and paying the additional fee, Herc will limit the equipment repair or replacement cost to a deductible of \$500 per item or 10% of the repair or replacement cost, including tax, whichever is less. You are responsible for any loss or damage up to this amount. RPP does NOT cover damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the equipment.

Customer acknowledges that the Equipment will be returned in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Print Customer Name _____ Title _____

Terms are Net 10 Days Not valid without Barcode

Customer Signature _____ Date _____



Carefully read the terms and conditions that appear above and on reverse side of this page

Bobcat of Jacksonville

RENTAL QUOTE

DATE: 7-8-16

11657 Philips Hwy
 Jacksonville FL, 32256
 Phone (904) 288-9181 Fax (904) 288-9181

Quotation For: CITY OF
 FERNANDINA BEACH



Comments or Special Instructions: 1 DOOSAN DX350 AND 2 DOOSAN DA30 ADT'S
 1 MONTH WITH PICK UP AND DELIVERY

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	DX350 <i>Track Haul (excavator)</i>	\$7,400.00		\$7,400.00
1	DA30 <i>Truck</i>	\$8,300.00		\$8,300.00
1	DA30 <i>Truck</i>	\$8,300.00		\$8,300.00
1	Loss Waiver	\$1,000.00		\$1,000.00
2	Pick up/Delivery	\$300.00		\$600.00
2	Pick up/Delivery	\$300.00		600.00
2	Pick up/Delivery	\$300.00		600.00
FUEL IS NOT INCLUDED				

Note: Double shift operations are 1.5 times the rate above and Triple shift operations are 2.0 times the rate above	SUBTOTAL	\$ 29,160.00
Loss waiver can be waived with proper insurance coverage documentation	TAX RATE	7.00%
	SALES TAX	-
	OTHER	-
	TOTAL	\$ 29,160.00

If you have any questions concerning this quotation, contact Mike Manfredo, (904) 288-9181
rental@bobcatjax.com

THANK YOU FOR YOUR BUSINESS!

\$ 25,800.00 per month



3 quotes

PC#: 007
5415 PHILLIPS HWY
JACKSONVILLE, FL 32207-7938
904-443-2955

SUNBELT RENTALS, INC.

Salesman: 24801 MULRAIN, JOHN (248)
Typed By: MSPORDER

Job Site:

FERNANDINA AIRPORT
700 AIRPORT ROAD
FERNANDINA BEACH, FL 32034 9235

C#: 904-277-7380 J#: 904-753-0417

QUOTE



Contract #.. 61822371
Contract dt. 7/15/16
Date out.... 7/18/16 8:00 AM
Est return.. 8/15/16 8:00 AM
Job Loc..... 700 AIRPORT ROAD, FERNANDINA BEA
Job No..... FERNANDINA AIRPORT
P.O. #.....
Ordered By.. Lester, Rex
NET DUE UPON RECEIPT

Customer: 418176

CITY OF FERNANDINA BEACH
1180 SOUTH 5TH STREET
FERNANDINA BEACH, FL 32034

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	50-59K HYDRAULIC EXCAVATOR 0540500	775.00	775.00	2915.00	5995.00	5995.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	31.500			31.50
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	83.930			83.93
	ENVIRONMENTAL					
	DELIVERY CHARGE					175.00
	PICKUP CHARGE					175.00
Sub-total:						6460.43
Total:						6460.43

All amounts are in USD

Donat Have
off Road Dump Trucks

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature _____ Date _____ Name Printed _____ Delivered By _____ Date _____

SUNBELT ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Authorized Individuals are those individuals that Customer directly or indirectly allows to use the Equipment, are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired. Customer is identified on the front side hereof and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf. Equipment is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. Incident is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered Lost when it is either stolen, its location is unknown or Customer is unable to recover it for a period of 30 days. MSLP is the Equipment manufacturer's suggested list price on or about the date of the incident relating to the Equipment. One Shift means not more than 8 hours per day and 40 hours per week. Ordinary Wear and Tear means normal deterioration considered reasonable in the equipment rental industry for One Shift use. Pick-Up Number is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. Rental Period commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. RPP is the rental protection plan described in Section 10. Site Address is the location that Customer represents the Equipment will be located during the Rental Period (identified on the front side hereof). Store is the Sunbelt location identified on the front side hereof. Sunbelt is Sunbelt Rentals, Inc. Sunbelt Entities is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents.

2. **TERMS.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract and all of its terms. Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein (including on the front side of this Contract) are incorporated into this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under these contracts. Any reference to Customer's purchase order or other documents to other terms that shall control this transaction shall be void. Customer rents the Equipment from Sunbelt pursuant to this Contract. Customer shall pay Sunbelt the rental amount (including any minimum rental on the front side hereof) and other charges described herein when due, return the Equipment to Sunbelt as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property.

3. **PERMITTED USE.** Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is Lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any incident occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

4. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any application (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, Sunbelt shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6. **CUSTOMER LIABILITY DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums hereinafter provided, until the repairs are completed or Equipment replaced plus either (i) the MSLP or (ii) the full charges of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any incident.

7. **NO WARRANTIES.** Sunbelt does not design or manufacture the Equipment and is not the agent of those that do. **SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SUNBELT'S OBLIGATIONS HEREIN.**

8. **RELEASE AND INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein; (b) property insurance against loss by all risks to the Equipment, in such as the release and indemnification clause contained in Section 8; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage). In the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway, such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10. **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 is modified by the RPP and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment less, damage or destruction to the following amounts for each piece of Equipment: (a) 10% of the MSLP for Lost Equipment; up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment; up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP IS NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following Conditions must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. Exclusions shall mean loss, theft, damage or destruction of the Equipment; (W) due to intentional misuse; (X) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to

Sunbelt); (Y) due to Acts of God, such as floods, wind, storms or earthquakes; and (Z) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11. **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period; (b) based on the estimated Rental Period rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise stated. Weekly and weekly rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, in addition to all rental rates and other charges shown in this Contract, (f) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee (described below). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Sunbelt approves Customer's executed credit application (credit customers must pay, upon receipt of Sunbelt's invoice). Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice; Customer or Customer shall be deemed to have irrevocably waived its right to dispute the amount. Sunbelt's discretion and credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Sunbelt to charge the credit card all amounts shown on this Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

13. **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Sunbelt in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call, provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified on the front side hereof, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14. **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an AS IS, WHERE IS basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full.

15. **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16. **ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Sunbelt charges an environmental fee, plus applicable taxes thereon in connection with certain rentals. The fee is not a tax or governmentally mandated charge. The fee is not designated for any particular use or placed in an escrow account, but is a fee that Sunbelt collects as revenue and uses at its discretion.

17. **FUEL.** For Equipment that uses fuel, Customer has three options: (a) **Prepay (No Sweat) Fuel Option.** Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a convenience charge will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) **Pay on Return Option.** If Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) **Return Full Option.** If Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay (No Sweat) Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling.

18. **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM NEGLIGENCE, WHETHER BY ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ANY OTHER PARTY'S NEGLIGENCE OR THAT ANY OTHER PARTY'S NEGLIGENCE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

19. **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

20. **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIM TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

21. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States (U.S.) is prohibited under this Contract, if Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

22. **GOVERNING LAW.** The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

23. **MISCELLANEOUS.** This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may be modified except by written amendment signed by the parties. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange, and Customer shall make the payee Sunbelt Rentals Exchange, Inc.

[Handwritten mark]

Rex Lester

From: Richard Grant <richard@powerscreenfla.com>
Sent: Monday, July 11, 2016 11:33 AM
To: Rex Lester
Cc: matt@powerscreenfla.com
Subject: Re: Powerscreen Rental

3 quotes

Yes, we will help with that. It may take a day or two to get them.
Thanks
Richard

Sent from my iPhone

On Jul 11, 2016, at 11:09 AM, Rex Lester <rlester@fbfl.org> wrote:

I need 2 other quotes can you help me out with that.

Rex A. Lester
Streets & Parks Maintenance Director
City of Fernandina Beach
1017 S 5th St.
Fernandina Beach, FL 32034
(904) 310-3311

From: Richard Grant [<mailto:richard@powerscreenfla.com>]
Sent: Friday, July 08, 2016 3:09 PM
To: Rex Lester
Cc: matt@powerscreenfla.com
Subject: Powerscreen Rental

Rex,
Thank you for contacting us today regarding your upcoming project. We are pleased to quote you the following:

One Powerscreen Trakpactor X320 Crusher:
Monthly rent.....\$22,000
~~Weekly rent.....\$7,300~~
Delivery and Installation....\$1,500

\$ 23,500.00 per month

I have attached specs on the machine quoted above. I also copied our new sales rep for your area, Matt Studiale. He will contact you next week to arrange a site visit to inspect the material to make sure this is the right machine for your material.

We appreciate the opportunity to provide our product and services to you.

Thank you,
Richard Grant
President, Powerscreen of Florida
<image001.jpg>



July 12, 2016

City of Fernandina Beach
Attn: Rex Lester

On behalf of Powerscreen Texas, Inc., I would like to thank you for the opportunity to quote the following Powerscreen equipment

One Powerscreen Trakpactor 320 Impact Crusher:

Monthly Rental	\$28,000
Weekly Rental	\$9,000
Delivery and pickup	\$15,000

Rental is based on 172 hours per month or 20 working days, which ever comes first.

Prices are subject to Texas Sales Tax (8.25%) and Texas' Diesel Fuel Surcharge (1.5%), unless Sales tax exempt and certification as such is provided for our file.

Specifications are attached. Please review and call me with any questions.

Again, thank you for the opportunity. We hope this offer is of interest to you and your trust in our company is greatly appreciated.

Best regards,
Sam McNabb
President
Cell: (214) 728-3491
Office: (979) 968-6428

*\$ 43,000.00
per month*

Rex Lester

From: Barry McKeown <mglbarry@gmail.com>
Sent: Tuesday, July 12, 2016 2:16 PM
To: Rex Lester
Subject: MGL Impact Crusher Pricing
Attachments: Brochure MGL 4354 PFI & WFI.pdf

Mr. Lester,

Thank you for the opportunity to bid on your upcoming crusher rental/purchase.

The only MGL unit available for rental is the MGL 4354 Horizontal Impact Crusher and I have attached a brochure. This unit is shown on the top photo and drawing on the brochure and is available at the following pricing;

One (1) MGL 4354 Track Mounted Impact Crusher with vibrating pan feeder

Monthly Rental Rate ----- \$35,000 per month
~~Weekly Rental Rate ----- \$11,500 per week~~
~~Sale Price ----- \$700,000~~
Delivery ----- \$2,000

*\$ 37,000.00
per month*

I hope this information is of assistance and if you have any questions, please feel free to contact me anytime.

Thanks,

Barry McKeown



MGL Engineering
P.O. Box 7701
Lakeland, FL 33807-7701
Phone: 863-648-0320
Mobile: 863-660-1480
Fax: 863-648-0589
E-mail address: mglbarry@gmail.com
Website: www.mglengineering.com

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-135**
Lease Agreement – Nassau Alcohol Crime and Drug Abatement Coalition
(NACDAC)

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-135**

SYNOPSIS: The City of Fernandina Beach is engaged in leasing rental space to non-profit tenants in the Peck Center. The Nassau Alcohol Crime and Drug Abatement Coalition (NACDAC) wishes to execute a new lease agreement for additional space at the Peck Center, referred to as Suite 119. The leased premise consists of approximately 911 square feet.

In executing the new lease agreement, NACDAC requests authorization from the City to make tenant improvements in Suite 119 and consideration of a Tenant Improvement Allowance (TIA) to offset the cost of said improvements.

The City authorizes the tenant improvements as requested and shall provide a fifteen percent monthly Tenant Improvement Allowance (\$62.86) to offset the cost of said improvements to be made in Suite 119. NACDAC agrees to pay rent in the amount of \$356.20 (\$419.06 base rent - \$62.86 TIA) per month during the two year lease term. This agreement may be renewed for three additional one-year terms at the base rate; which is subject to CPI increases, provided 90 days' notice from NACDAC and approval of the City Manager.

FISCAL IMPACT: Rents are included as revenue in the General Fund budget. Based on the date of the lease agreement, the rent received for this space will be additional revenue in the General Fund, Non Taxable Rents account 001-362.1005, for Fiscal Year 2016/2017.

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input checked="" type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: See Synopsis Above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016-135. *DEM*

DEPARTMENT DIRECTOR Submitted by: Tammi E. Bach, City Attorney Date: 10/18/16

CONTROLLER Approved as to Budget Compliance *PHC* Date: 10/24/16

CITY ATTORNEY Approved as to Form and Legality *TEB* Date: 10/25/16

CITY MANAGER Approved Agenda Item for 11/01/16 *DEM* Date: 10/26/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN THE NASSAU ALCOHOL CRIME AND DRUG ABATEMENT COALITION (NACDAC) AND THE CITY OF FERNANDINA BEACH FOR RENTAL SPACE AT THE PECK CENTER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach is engaged in leasing rental space to non-profit tenants in the Peck Center; and

WHEREAS, the Nassau Alcohol Crime and Drug Abatement Coalition (NACDAC) wishes to execute a new lease agreement for additional space at the Peck Center, referred to as Suite 119; which consists of approximately 911 square feet; and

WHEREAS, NACDAC requests authorization from the City to make tenant improvements in Suite 119 and consideration of a Tenant Improvement Allowance (TIA) to offset the cost of said improvements; and

WHEREAS, the City authorizes the tenant improvements as requested and shall provide a fifteen percent monthly Tenant Improvement Allowance (\$62.86) to offset the cost of said improvements to be made in Suite 119; and

WHEREAS, NACDAC agrees to pay rent in the amount of \$356.20 (\$419.06 base rent minus \$62.86 TIA) per month during the two year lease term; and

WHEREAS, this agreement may be renewed for three additional one-year terms at the base rate; which is subject to CPI increases, provided 90 days' notice from Nassau Alcohol Crime and Drug Abatement Coalition and approval by the City Manager.

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

SECTION 1. The City Commission hereby approves the lease agreement with Nassau Alcohol Crime and Drug Abatement Coalition, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Lease Agreement, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 1st day of November, 2016.

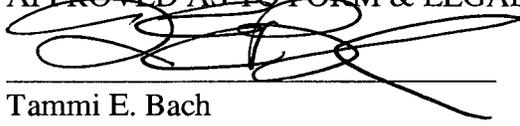
CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter referred to as "Agreement", by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "Lessor," and **Nassau Alcohol Crime and Drug Abatement Coalition**, a Florida Non Profit Corporation, and its assigns, subject to Section 9 below, hereinafter referred to as "Lessee", or "Tenant".

WITNESSETH:

WHEREAS, the said Lessor desires to demise, lease and rent unto the Lessee, and the said Lessee desires to rent and lease from Lessor space located at 516 S. 10th Street, Suite 119, Fernandina Beach, Florida, as described on Exhibit "A" (the "Building"), together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way. The "Premises" (as defined below) is more fully described on the floor plan attached hereto as Exhibit "B"; and

WHEREAS, the Building contains approximately twenty nine thousand three hundred and eighty (29,380) rentable square feet and the leased premises shall consist of approximately nine hundred and eleven,(911), rentable square feet (collectively, the "Premises"), and includes without limitation, all heating, venting, air conditioning, mechanical, electrical, elevator and plumbing systems, roofs, walls, foundations, fixtures, and nonexclusive parking spaces, including legally required handicap-striped spaces, all such parking is provided by Lessor at no additional cost.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the Lessor does hereby demise, lease and rent unto the said Lessee and the Lessee does hereby rent and lease from the Lessor the Premises, under and pursuant to the following terms and conditions:

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. Term. This Lease shall be effective on November 1, 2016, (the "Effective Date") and shall expire on October 31, 2018 (the "Termination Date"), unless renewed as hereinafter provided (the "Term"). Each twelve (12) month period beginning on the Effective Date or any anniversary thereof shall hereinafter be called a "Lease Year."

2. Rent. Lessee agrees to pay as an initial annual base rent ("Rent") of five thousand twenty-eight dollars and seventy-two cents (\$5,028.72) based on a \$5.52 per rentable square foot (\$1.94 base per sq. ft. and \$3.58 per sq. ft. for CAM fees). Thereafter, the Rent shall be adjusted annually in accordance with Section 3 herein below.

(a) Lessee shall pay Rent in the amount of four hundred nineteen dollars and six cents (\$419.06) per month in advance on the first day of each calendar month, such monthly installment to be prorated for any partial calendar month in which the Effective Date or Termination Date shall occur. Rent shall be payable without demand by the Lessor, and shall be subject to sales tax in the amount of 7%, unless Lessee provides Lessor with proof of tax exempt status. All amounts (unless otherwise

provided herein) other than the Rent and the adjustments thereto described in Section 3 hereof owed by Lessee to Lessor hereunder shall be deemed additional rent.

(b) Except as otherwise provided in this Lease, it is the intention of the parties that the Lessor shall receive the rents, additional rents, and all sums payable by the Lessee under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided hereinafter) and the Lessee covenants and agrees to pay all sums (including rent taxes) which except for this Lease would have been chargeable against the Premises and payable by the Lessor, unless the Lessor provides Lessor with proof of tax exempt status.

3. Annual Rent Adjustments.

(a) The annual Rent shall be subject to an annual increase per Lease Year, on the anniversary of the Effective Date as set forth herein. Lessee shall automatically increase said payments, without formal notification by the Lessor that such increase is due. The rental rate shall be adjusted each lease year based on change in Consumer Price Index (CPI) – All Urban Consumers South Urban Region – All Items (base year 1982-84=100), as published by the United States Department of Labor – Bureau of Labor Statistics. Such CPI change will be computed each year using the index data two months prior to the Effective Date and any change will be implemented and effective with the onset of a new Lease Year.

(b) Delinquency In Payment Of Rent. Delinquency Charge. A delinquency charge of one and one-half percent (1-1/2%) per month shall be added to any rental payment, which is rendered more than ten (10) days delinquent.

(c) Place of Payment. All payments due Lessor from Lessee shall be made payable to the City of Fernandina Beach, and delivered or mailed to 1180 South 5th St. Extension, Fernandina Beach, Florida 32034, attention Utility Billing. All payments of rent shall be made when due, without any statement or specific invoice required.

4. Renewals.

(a) If the Lessee is not in default on the terms and conditions of the lease, including but not limited to the payment of rent, and has not been in default on the terms and conditions of the lease within the past year, the Lease may be renewed and extended with the written mutual agreement of both parties. The City/Lessor reserves the right to make changes to the terms and conditions of this lease including the right of Lessor to collect additional rent, and the cost for common area maintenance and operating expenses after the initial one (1) year term of this lease. The option to renew this Lease shall be for three (3) additional periods of one (1) year each, next immediately ensuing after the expiration of the initial Term of this Lease and the subsequent renewal periods by notifying Lessor in writing not less-than ninety (90) days before the expiration of the immediately preceding initial Term or subsequent renewal Term of this Lease of the Lessee's intention to exercise its option to renew, but Lessee shall have no option to extend this Lease beyond three (2) renewal periods of one (1) year each after the initial Term. In the event that Lessee so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term hereof.

5. Condition of Premises. Lessee agrees that they have inspected the Leased Premises, and agree to accept the Premises in the current as-is condition.

6. Use of Premises. Lessee may occupy and use the Premises during the Term for purposes of the operation of a Licensed Daycare and Preschool, and such other purposes as shall be permitted by applicable law, ordinances and regulations, provided other permitted uses do not conflict with the uses of any other tenants in the Building. Lessee may operate during such days and hours as Lessee may determine, without the imposition of minimum or maximum hours of operation by Lessor and Lessee shall have access to the Premises, and may operate, up to 24 hours per day, seven (7) days per week, and 365 days per year. Lessor represents and warrants that the Premises may be used by Lessee for the use stated hereinabove under applicable laws, ordinances, rules and regulations ("Laws") including, without limitation, zoning Laws. In the event at any time after the Effective Date of this Lease the use of the Premises as a Licensed Daycare and Preschool becomes illegal by reason of acts not within Lessee's control, notwithstanding any other permitted uses, the Lessee may terminate this Lease and thereafter neither party shall have any obligations hereunder after the date of termination.

7. The parties agree that this agreement shall be construed as a "Lease Agreement" and Lessee shall not engage in any business on the Premises other than those services specified in section 6 above.

8. Lessee shall comply with all federal, state, county, City and local laws, rules, codes and regulations that may apply to the conduct of the business contemplated herein.

9. Lessee shall not cause or permit to occur:

(a) Any violation of any federal, state or local law, ordinance or regulation now or later enacted, related to environmental conditions on, under, or about the Premises, or arising from Lessee's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

(b) The use, generation, release, manufacture, refining, production, processing or disposal of any hazardous substance on, under, or about the Premises.

10. Lessee's obligations under Section 2, 3, 14 and 15 of this Agreement shall survive the expiration or termination of this Agreement or any renewal thereof.

11. During the term of this Agreement, Lessee shall have the right, at its expense, to place in or on the Premises, a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved and permitted by Lessor and in conformance with any overall directional graphics or sign program established by Lessor. Lessee shall also comply with any sign code regulations and obtain all permits required. Lessor's approval shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration of the term of this Agreement, or any extension term.

12. Leasehold Improvements. Lessee shall not make any structural changes, additions, removal or improvements to the Premises without first obtaining Lessor's written consent or approval of such changes.

(a) Any such Lessor-approved improvements made by Lessee shall remain the property of the Lessee until the expiration or termination of this Lease at which time such improvements shall become the property of Lessor. Lessee shall at all times maintain all improvements constructed on the Premises in good condition.

(b) Lessee shall not permit any mechanic's or other liens to be placed upon the Premises, at any time, in connection with any such leasehold improvements.

13. Tenant Improvement Allowance. The City will provide a 15% (discount off base rent) monthly Tenant Improvement Allowance to offset the cost of improvements made in 516 S. 10th Street, Suite 119. The Improvement Allowance will be for two (2) years and will be deducted from monthly rent. All Improvements must be made in accordance with Section 12 herein above.

14. Insurance. Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, with the entire premium for said coverage's to be paid entirely by the Lessee, the following insurance:

(a) Comprehensive general liability insurance protecting Lessee and Lessor against any and all liability by reason of Lessee's conduct incident to the use of the Premises, caused by or arising out of any wrongful and/or negligent act or omission of Lessee, in the minimum amount of \$1,000,000.00; and

(b) The insurance specified in Section 14(a) shall name Lessor as an additional insured. The insurance coverage specified in Section 14(a) shall not be terminated or changed without providing at least thirty (30) days written notice to Lessor. Lessee shall provide Lessor with certificates of insurance evidencing coverage. If, at any time, Lessee does not have the required insurance, or such insurance is materially modified, canceled, or not renewed, Lessor may immediately terminate this Lease Agreement without liability, fee or penalty.

(c) Lessor and Lessee mutually agree to notify each other in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which either party has knowledge, and to cooperate with each other in the investigation and defense thereof.

15. Indemnification. Lessee agrees to assume liability for and indemnify, hold harmless, and defend the Lessor, its elected officials, officers, employees, representatives, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate

act or omission of Lessee, its officers, employees, agents, and representatives. Lessee's liability hereunder shall include all attorney's fees and costs incurred by the Lessor in the enforcement of this indemnification provision. This includes claims made by the employees of Lessee against the Lessor, and Lessee hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the Lessor may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

16. Independent Contractor. In conducting its operations hereunder, Lessee acts as an independent contractor and not as an agent of Lessor. The selection, retention, assignment, direction and payment of Lessee's employees shall be the sole responsibility of Lessee, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

17. Assignment. This Agreement, or any part thereof, may not be assigned, transferred or subleased by Lessee, except to affiliate companies, by process or operation of law or in any other manner whatsoever, without the prior written consent of Lessor, which consent will not be withheld unreasonably.

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

(a) No person on the grounds of race, color, religion, gender or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination, in the use of the Premises; and

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

19. Termination. This Agreement shall be subject to termination by either party in the event of any one or more of the following:

(a) Notice is provided in writing, delivered by either party, three (3) months prior to the desired termination date of the Lease Agreement. Rent, taxes and insurance shall be paid by Lessee through the date of termination;

(b) The abandonment of the Premises by Lessee for activities related with such organization;

(c) The default by either party in the performance of any of the terms, covenants and conditions of this Agreement, and the failure of such defaulting party to remedy or to undertake to

remedy to the other party's satisfaction such default for a period of thirty (30) days after receipt of notice from the non-defaulting party to the defaulting party to remedy same; or

(d) Damage to or destruction of all or a material part of the Premises necessary to the operation of Lessee's business or services.

20. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and as of its effective date supersedes all prior or independent contracts or agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

22. Severability. If any substantive provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, and such declaration results in a substantial failure of consideration for either party, the entire agreement shall be subject to termination by such party. Otherwise, such declaration shall not be cause for termination of this Agreement, but only such void or illegal provision shall be canceled or deemed to be of no effect.

22. Notice. Any notice given by one party to the other in connection with this agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and certification fees prepaid, to the following addresses:

Lessee: NACDAC
Attn: Susan Woodford
516 S. 10th Street Ste 211
Fernandina Beach, FL 32034
Telephone: (904)277-3699

Lessor: City of Fernandina Beach
City Manager
204 Ash Street
Fernandina Beach, FL 32034
Telephone: (904)310-3100

23. Governing Law and Venue. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the Fourth Judicial Circuit Court, in and for Nassau County, Florida, and the jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding: (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

24. Re-Entry. It is further understood and agreed between the parties hereto that in the event of any breach of any covenant or agreement on the part of the Lessee to be performed and provided, that if such breach is not remedied by the Lessee after reasonable notice in writing to it by the Lessor, the Lessor may re-enter and terminate this tenancy by giving the Lessee thirty (30) days written notice, to quit the Premises. Lessor shall at all times be entitled to recover by all lawful means any and all damages sustained by it through the breach of any said covenants and agreements on part of the Lessee to be performed.
25. Attorney's Fees. Should either party bring suit to enforce its rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs of such suit, including appeals, to be paid by the non-prevailing party.
26. Obligation Upon Termination. Upon termination of this Lease, all obligations of either party hereunder to the other shall cease and terminate, and the Lessee agrees that upon the termination of this Lease, it shall quit and surrender the Premises in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being accepted.
27. Non-Exclusivity. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right.
28. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties have executed this Agreement on ____ day of _____, 2016.

“LESSOR”

City of Fernandina Beach

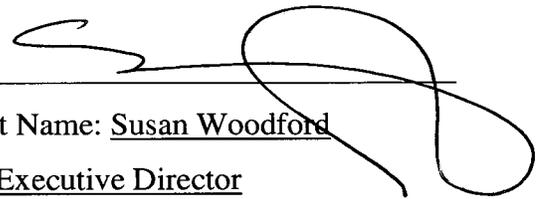
By: _____

Printed Name: Dale L. Martin

Its: City Manager

“LESSEE:

Nassau Alcohol Crime & Drug Abatement Coalition

By: _____ 

Print Name: Susan Woodford

Its: Executive Director

ATTEST:

By: _____

Printed Name: Caroline Best

Its: City Clerk

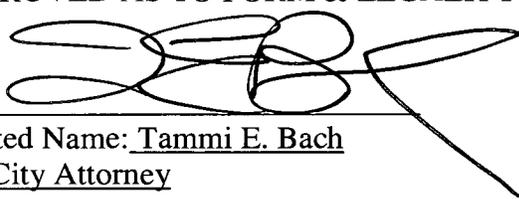
ATTEST:

By: _____ 

Printed Name: Kerri L. Albert

Its: Director of Prevention

APPROVED AS TO FORM & LEGALITY

By: _____ 

Printed Name: Tammi E. Bach

Its: City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2016

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

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

PRODUCER Lassiter-Ware Insurance of Tampa Bay 1300 N. Westshore Blvd Suite 110 Tampa FL 33607	CONTACT NAME: Debra Linkous PHONE (A/C, No, Ext): (800) 845-8437 E-MAIL ADDRESS: DebraL@lassiter-ware.com	FAX (A/C, No): (888) 883-8680
	INSURER(S) AFFORDING COVERAGE	
INSURED Nassau Alcohol Crime Drug Abatement Coalition, Inc. 435 Citrona Drive Fernandina Beach FL 32034	INSURER A: Hanover Insurance Co NAIC # 22292	
	INSURER B: Transportation Insurance Co 20494	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			RHJ978891703	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			RHJ978891703	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHJ978927603	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC594256902	7/15/2015	7/15/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER City of Fernandina Beach 204 Ash Street Fernandina Beach, FL 32034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mike Shea/DEBRAL

**NACDAC
SUITE 119
Peck Building**

Proposed Base Rent	\$419.06
Discount for Tenant Improvements (2years)	15%
Monthly Rent Discount for Improvements (**for 2 years)	\$62.86
Base Monthly Rent (after Tenant Improvement Allowance)	\$356.20
Sales Tax 7%	Tax Exempt
Total Monthly Rent (for 2 years)	\$356.20

**Tenant to make improvements to Suite 119
(Quote attached)

Hall's Quality Painting Co, Inc.
5174 First Coast Highway, Suite 4
Fernandina Beach, FL 32034
FL 32034
(904) 310-6091
hallsqualitypainting@gmail.com



ADDRESS

Charity Snodgrass
NACDAC
516 S 10th St
Fernandina Beach, FL 32034

ESTIMATE 1492

DATE 09/30/2016

EXPIRATION DATE 11/30/2016

ACTIVITY	QTY	RATE	AMOUNT
SCOPE OF WORK INTERIOR REPAINT FIVE (5) OFFICES WALLS, TRIM & DOORS	1	1,650.00	1,650.00
PREP: REPAIR ANY NAIL HOLES CAULK & PUTTY AS NEEDED SAND TO ENSURE QUALITY FINISH			
MATERIALS: SW PROMAR 200, EGGSHELL			
ACCEPTANCE OF THIS PROPOSAL YOU MUST SIGN THIS AGREEMENT IN ORDER TO SECURE A START DATE. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS PROPOSAL.	1	0.00	0.00
THIS ESTIMATE SERVES AS INVOICE, UNLESS CHANGES ARE APPROVED. PLEASE BE AVAILABLE TO MEET WITH CREW LEADER ON THE LAST DAY, FOR WALK THROUGH & FINAL APPROVAL.			
25% DOWN TO START. BALANCE DUE AT TIME OF COMPLETION.			

ACTIVITY	QTY	RATE	AMOUNT
<p>CHANGE ORDERS THIS IS ONLY A PROPOSAL AND YOUR ACCEPTANCE IS SUBJECT TO OUR APPROVAL IN ORDER TO MAKE THIS CONTRACT BINDING. IF YOU AGREE TO THIS WORK, YOU DESIRE ANY CHANGES OF ADDITIONAL WORK, PLEASE CONTACT US AS THE COST OF ALL REVISIONS MUST BE AGREED UPON IN WRITING. WORKERS ARE INSTRUCTED NOT TO UNDERTAKE ADDITIONAL WORK WITHOUT AUTHORIZATION. STARTING DATE IS TO BE AGREED UPON VERBALLY OR IN WRITING, PER YOUR REQUEST. CHANGES MAY REQUIRE ADDITIONAL COST. IT IS ESSENTIAL THAT THE WORK AREA BE AVAILABLE TO US, FREE FROM OTHER TRADES.</p>	1	0.00	0.00
<p>INSURANCE COVERAGE LIABILITY INSURANCE IS CARRIED BY CYPRESS PROPERTY & CASUALTY WORKMAN'S COMPENSATION INSURANCE IS CARRIED BY FUBA UPON REQUEST, CERTIFICATE OF INSURANCE WILL BE PROVIDED</p>	1	0.00	0.00
<p>LIMITED WARRANTY HQP WARRANTS LABOR & MATERIAL FOR A PERIOD OF TWO (2) YEARS. IF PAINT FAILURE APPEARS, WE WILL SUPPLY LABOR AND MATERIALS TO CORRECT THE CONDITION WITHOUT COST. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, OR IMPLIED. OUR RESPONSIBILITY IS LIMITED TO CORRECTING THE CONDITION AS INDICATED ABOVE. THIS WARRANTY EXCLUDES AND IN NO EVENT WILL, HQP BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES CAUSED BY ACCIDENT OR ABUSE, TEMPERATURE CHANGES, SETTLEMENT OR MOISTURE; I.E., CRACKS CAUSED BY EXPANSION AND/OR CONTRACTION. CRACKS WILL BE PROPERLY PREPARED AS INDICATED AT TIME OF JOB, BUT WILL NOT BE COVERED UNDER THIS WARRANTY. HORIZONTAL WALKING SURFACES ARE EXCLUDED FROM THIS WARRANTY.</p>	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
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WORK STANDARDS

HALL'S QUALITY PAINTING IS A MEMBER OF THE PAINTING AND DECORATING CONTRACTORS OF AMERICA. ALL WORK IS TO BE COMPLETED IN A PROFESSIONAL WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES. WORKER/S WILL REMAIN ON JOB UNTIL COMPLETION OF PROJECT. WORK SITE WILL BE CLEANED DAILY AND UPON PROJECT COMPLETION. ALL AGREEMENTS ARE CONTINGENT UPON ACCIDENTS, WEATHER, OR DELAYS BEYOND OUR CONTROL.

WORK PROCEDURES AS PER STANDARDS OF THE PDCA P1-92, P2-92, P3-93, P4-94, P5-94, P7-99 AND P6-99.

THE PAINTING CONTRACTOR WILL PRODUCE A "PROPERLY PAINTED SURFACE". A "PROPERLY PAINTED SURFACE" IS ONE THAT IS UNIFORM IN COLOR AND SHEEN. IT IS ONE THAT IS FREE OF FOREIGN MATERIAL, LUMPS, SKINS, SAGS, HOLIDAYS, MISSES, STRIKE-THROUGH, OR INSUFFICIENT COVERAGE. IT IS A SURFACE THAT IS FREE OF DRIPS, SPATTERS, SPILLS, OR OVER-SPRAY WHICH THE CONTRACTORS' WORKFORCE CAUSES.

COMPLIANCE TO MEETING THE CRITERIA OF A "PROPERLY PAINTED SURFACE" SHALL BE DETERMINED WHEN VIEWING WITHOUT MAGNIFICATION AT A DISTANCE OF FIVE FEET OR MORE UNDER NORMAL LIGHTING CONDITIONS AND FROM A NORMAL VIEWING POSITION.

1

0.00

0.00

TOTAL	\$1,650.00
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Accepted By

Accepted Date

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-136**
Settlement of Lawsuit – *City of Fernandina Beach v. Marco Destin, Inc. d/b/a Alvin's Island*

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-136**

SYNOPSIS: In June, 2016, the City Attorney filed a lawsuit against Marco Destin, Inc., d/b/a Alvin's Island, which is currently pending in the Fourth Judicial Circuit in and for Nassau County, Florida, as City of Fernandina Beach v. Marco Destin, Inc. d/b/a Alvin's Island, Case No. 2016-CA-000248.

The lawsuit action arises out of Marco Destin's failure to pay the required business tax and obtain a Local Business Tax Receipt (LBTR), violation of the City's sign code ordinance and failure to pay associated code enforcement fines and fees.

After the lawsuit was filed, Marco Destin has cooperatively worked with the City staff to come into compliance by removing the sign and having necessary inspections completed to receive a valid LBTR.

Marco Destin desires to settle the lawsuit filed against them and agrees to pay \$50,000.00 to the City for associated Code Enforcement fines and fees, and abide by the terms and conditions set forth in the Settlement Agreement, attached hereto as Exhibit "1".

FISCAL IMPACT: The settlement funds will be credited to the Code Enforcement Fees and Fines Account 001-329-1120.

2016/2017 CITY COMMISSION GOALS: (As approved by Resolution 2016-51)
 Beach Safety Alachua Street
 Soccer Field Lighting Stormwater
 Downtown Density Opportunity
 ADA Improvements Departmental
 Consideration

CITY ATTORNEY COMMENTS: See Synopsis Above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016-136. *DLM*

DEPARTMENT DIRECTOR Submitted by: Tammi Bach, City Attorney Date: 10/24/16
CONTROLLER Approved as to Budget Compliance *PHC* Date: 10/24/16
CITY ATTORNEY Approved as to Form and Legality *TEB* Date: 10/25/16
CITY MANAGER Approved Agenda Item for 11/1/16 *DLM* Date: 10/24/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT IN THE CASE OF CITY OF FERNANDINA BEACH V. MARCO DESTIN, INC. D/B/A ALVIN'S ISLAND; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in June, 2016, the City Attorney filed a lawsuit against Marco Destin, Inc., d/b/a Alvin's Island, which is currently pending in the Fourth Judicial Circuit in and for Nassau County, Florida, as *City of Fernandina Beach v. Marco Destin, Inc. d/b/a Alvin's Island*, Case No. 2016-CA-000248; and

WHEREAS, the lawsuit action arises out of Marco Destin's failure to pay the required business tax and obtain a Local Business Tax Receipt (LBTR), violation of the City's sign code ordinance and failure to pay associated Code Enforcement fines and fees; and

WHEREAS, after the lawsuit was filed, Marco Destin has cooperatively worked with the City staff to come into compliance by removing the sign and having necessary inspections completed to receive a valid LBTR; and

WHEREAS, Marco Destin desires to settle the lawsuit filed against them and agrees to pay \$50,000.00 to the City for associated Code Enforcement fines and fees, and abide by the terms and conditions set forth in the Settlement Agreement hereto attached as Exhibit "1"; and

WHEREAS, the settlement funds will be credited to the Code Enforcement Fees and Fines Account 001-329-1120.

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

SECTION 1. The City Commission hereby approves the Settlement Agreement in the case of *City of Fernandina Beach v. Marco Destin, Inc. d/b/a Alvin's Island*, Fourth Judicial Circuit Case No: 2016-CA-000248.

SECTION 2. The City Manager and City Clerk are authorized to execute the Settlement Agreement and Releases, attached hereto as Exhibit "1", after review and approval of the City Attorney.

SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 1st day of November, 2016.

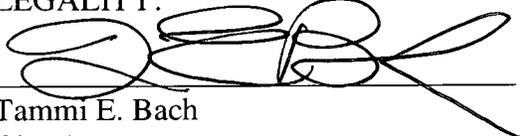
CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

Caroline Best
City Clerk



Tammi E. Bach
City Attorney

SETTLEMENT AGREEMENT AND COMPLETE RELEASE

This Settlement Agreement and Complete Release ("Agreement") is entered by and among the City of Fernandina Beach, a Florida municipal corporation ("City"), and Marco Destin, Inc. d/b/a Alvin's Island, and 1000 Highway 98 East Corp., a Florida Corporation (collectively referred to as "Marco Destin" having the same principals).

Recitals

- A. The City filed a lawsuit against Marco Destin on June 30, 2016, which is currently pending in the Fourth Judicial Circuit in and for Nassau County, Florida, as City of Fernandina Beach v. Marco Destin, Inc. d/b/a Alvin's Island A Florida Corporation and 1000 Highway 98 East Corp., a Florida Corporation, Case No. 16-CA-000248 AXYX ("Action").+
- B. The Action arises out of the following:
 1. Marco Destin's failure to pay the required business tax and obtain a receipt (LBTR), and;
 2. Violation of the City's sign code ordinance, and;
 3. Failure to pay fines and fees associated with (1) and (2) above.
- C. The parties enter this Agreement in order to avoid the expense and uncertainty of litigation.

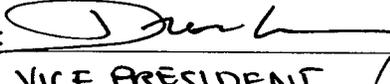
THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

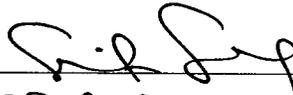
1. The aforementioned recitals shall be incorporated into this Agreement.
2. The City and Marco Destin enter into this Agreement on behalf of themselves, all persons and entities who may claim by or through them; and all of their related entities, members, owners, partners, officers, directors, employees, insurers and sureties, affiliates, attorneys, representatives, agents, successors, and assigns.
3. Marco Destin shall pay \$50,000.00 ("Settlement Funds") to the City via certified check (see Attachment 1 for instructions) within ten (10) days after the effective date of this Agreement.
4. Within five (5) days after the City receives the Settlement Funds and confirmation that the items listed on Exhibit A have been satisfied, the City shall dismiss the Action with prejudice by filing a notice of voluntary dismissal with prejudice.
5. Expressly contingent on the City's receipt of the Settlement Funds and the completion of item(s) listed on Exhibit A, the City (for itself and for all other persons and entities identified in Paragraph 2 with respect to City) hereby:

- a. Fully releases, relinquishes, remises, waives, and forever discharges any and every claim, demand, condition, demand, action, or cause of action, of any kind whatsoever, known or unknown, unforeseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, against Marco Destin (and all other persons and entities identified in Paragraph 2 with respect to Marco Destin) from the beginning of the world until the effective date of this Agreement. The inclusion or omission of specific types of claims in the above list is not intended to limit in any way the general and comprehensive scope of this release. The claims released herein include, but are not limited to, any and all claims, conditions, demands, actions, or causes of action relating to the subject of the Action.
6. The releases contained in Paragraph 5(a) do not release the parties from their respective obligations created by this Agreement and do not in any way impair or restrict the parties' rights to enforce the terms of this Agreement.
7. The parties do not release or waive any rights or claims that may arise after the date this Agreement is executed.
8. Except as provided in Paragraph 3, each party agrees to bear its own fees and costs incurred in the Action and in connection with the negotiation and preparation of this Agreement.
9. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter. There are no other promises or agreements which shall be binding on the parties with respect to this subject matter unless contained in this Agreement.
10. This Agreement is made to avoid the uncertainty and expense of litigation and is not to be considered as an admission of liability, all liability being expressly denied by the parties. This Agreement is offered in settlement of claims and may not be introduced into evidence in any legal proceeding except to enforce or interpret the terms and promises contained in this Agreement.
11. The undersigned parties have read the foregoing and fully understand its terms, conditions and provisions and have had a full opportunity to review this Agreement with their attorneys.
12. This Agreement may be executed by the parties in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a signed Agreement. Facsimile and scanned signatures are binding on the parties as if they were original signatures.
13. This Agreement will become effective on the date the last of the two parties sign it (as indicated by the state stated under that party's signature). The City representative shall execute this agreement only after receiving all necessary authorizations from the City Commission.

The parties' authorized agents have executed this Agreement on the date(s) set forth below.

Marco Destin, Inc. d/b/a Alvin's Island, and 1000 Highway 98 East Corp., a Florida Corporation, Inc.

By: 
Its: VICE PRESIDENT
Date: 10/19/2016

Witness
By: 
Its: ASST CFO
Date: 10/19/2016

CITY OF FERNANDINA BEACH

By: _____
Dale L. Martin
Its: City Manager
Date: _____

Attest:

By: _____
Caroline Best
Its: City Clerk
Date: _____

Approved As To Form and Legality:

By: _____
Tammi E. Bach
Its: City Attorney
Date: _____

EXHIBIT A

Pursuant to this settlement agreement, Marco Destin shall hereby resolve the following outstanding matter(s) prior to the City filing a Voluntary Dismissal with Prejudice:

1. Removal of the pole and concrete foundation where the original sign was located.

Attachment 1

Check Mailing Instructions

Certified Check Payable to:

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Re: Case 16-CA-000248

Mail Certified Check to:

City of Fernandina Beach
Attn: City Attorney's Office
204 Ash Street
Fernandina Beach, FL 32034

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-137**
Negotiate Assignment of Lease and 20-Year Lease Extension

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-137**

SYNOPSIS: Fernandina Beach Medical Properties, LLC entered into a lease with the City on June 17, 2008, to lease a parking lot on an exclusive basis (parking is only available for surgery center operations) to support the surgery center business. The lease (Exhibit "A") is scheduled to expire on May 31, 2028.

Fernandina Beach Medical Properties, LLC wishes to assign the Lease and negotiate a new 20-year term with two 5-year extensions with the City.

Fernandina Beach Medical Properties, LLC has requested that the identity of the assignee be anonymous at this time, but for financing purposes, the real estate brokers and bankers need some assurances that the City Commission is willing to allow the City Manager to negotiate the final lease document and continue leasing this parking lot (but on a non-exclusive basis in anticipation of future development).

FISCAL IMPACT: The current monthly lease payment is \$1,180.80; which is accounted for in the Airport Fund.

2016/2017 CITY COMMISSION GOALS: (As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input checked="" type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: See Synopsis Above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016-137. *DM*

DEPARTMENT DIRECTOR	Submitted by: Tammi E. Bach, City Attorney	Date: 10/18/16
CONTROLLER	Approved as to Budget Compliance <i>PHC</i>	Date: 10/24/16
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 10/24/16
CITY MANAGER	Approved Agenda Item for 11/01/16 <i>DM</i>	Date: 10/26/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN ASSIGNMENT OF A NEW 20-YEAR LEASE TERM FOR A CITY-OWNED PARKING LOT ON AIRPORT PROPERTY NEAR LYNNDALE ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fernandina Beach Medical Properties, LLC entered into a lease with the City (Exhibit "A") on June 17, 2008 to lease a parking lot on an exclusive basis (parking is only available to surgery center patients) to support their surgery center business and such lease agreement expires on May 31, 2028; and

WHEREAS, Fernandina Beach Medical Properties, LLC wishes to assign the lease and negotiate a new 20-year term with two 5-year extensions with the City; and

WHEREAS, Fernandina Beach Medical Properties, LLC has requested that the identity of the assignee be anonymous at this time, but for financing purposes, the real estate brokers and bankers need some assurances that the City Commission is willing to allow the City Manager to negotiate the final lease document; and

WHEREAS, the City Commission desires to lease this parking lot on a non-exclusive basis to support future development.

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

SECTION 1. The City Manager is hereby authorized to negotiate and execute a final assignment and assumption of the lease with Fernandina Beach Medical Properties, LLC and its assignee with the condition that the lease will be amended to make the leased parking lot non-exclusive use. The lease will be for a term with extensions not to exceed thirty years and expire in 2046.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute such assignments and assumptions of the lease documents, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 1st day of November, 2016.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in black ink, appearing to read 'TEB', written over a horizontal line.

Tammi E. Bach
City Attorney

GROUND LEASE AGREEMENT
FOR FERNANDINA BEACH MEDICAL PROPERTIES,
LLC FOR PROPERTY LOCATED AT THE
FERNANDINA BEACH MUNICIPAL AIRPORT

This GROUND LEASE AGREEMENT, hereinafter referred to as "Agreement", made and entered into this 17th day of June, 2008, made by and between the CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "LESSOR" or "City", and FERNANDINA BEACH MEDICAL PROPERTIES, LLC, a Florida limited liability company, its heirs, successors and assigns with authority to do business in the State of Florida, hereinafter referred to as "LESSEE".

W I T N E S S E T H:

WHEREAS, LESSOR owns, controls and operates the Fernandina Beach Municipal Airport, hereinafter referred to as "Airport", in the City of Fernandina Beach, County of Nassau, and State of Florida; and

WHEREAS, LESSEE has proposed to lease certain property from LESSOR at the LESSOR'S municipal airport for non-aeronautical related activities. The purpose of the Agreement is to provide parking, water retention and greenspace for LESSEE'S off-airport commercial property described on Exhibit "A"; and

WHEREAS, LESSOR desires to make real property available to LESSEE at the Airport for the construction of a parking area, water retention and greenspace;

NOW THEREFORE, for and in consideration of the Premises and the mutual benefits and covenants contained in this Agreement, the parties hereby agree as follows:

1. Leased Premises. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the following real property identified and shown on Exhibit "A" Lease Area, attached hereto, hereinafter referred to as the "Premises", together with the right of ingress and egress for vehicles. This property is located within an area of Airport property designated as the east area.

2. Term. The term of this Agreement shall be for a period of twenty (20) years, commencing on the first (1st) day of the first month following the execution of this Agreement by both parties, and continuing for said term, unless earlier termination under the provisions of this Agreement.

Provided the LESSEE is not in default of any terms and conditions of this Agreement, the LESSEE may request to extend this Agreement for an additional five (5) years. This may be done twice. Such written notice must be given a minimum of 120 days before the end of the term. All options for extension of this Agreement term shall be subject to agreed performance standards to include continued capital investment and/or improvements and repair and mutual agreement of both parties. Such performance standards include:

a. At the 7 year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but not limited to, lighting, landscaping, drainage, signage and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the 8 year anniversary date. If not completed, the LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

b. At the 14 year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but not limited to, lighting, landscaping, drainage, signage and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the 15 year anniversary date. If not completed, the LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

c. At the 19 year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but

not limited to, lighting, landscaping, drainage, signage and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the 20 year anniversary date. If not completed, the LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

d. With satisfactory performance during the term of the Agreement, the LESSEE may request extension of Agreement beyond the initial 20 year term as provided above.

e. At the 24 year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but not limited to, lighting, landscaping, drainage, signage and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the 25 year anniversary date. If not completed then LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

f. At the 29 year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but not limited to, lighting, landscaping, drainage, signage and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the 30 year anniversary date. If not completed then LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

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

3. Rent. In consideration of the rights and privileges granted by this Agreement, LESSEE agrees to pay LESSOR the following rent from the date of commencement of this Agreement:

a. Rent for the use of real property on Airport property based on a total lease area of 40,685 square feet; at a lease rate of .30 cents per square foot per year. Initial annual ground rent shall be \$12,205.50.

b. This annual ground rent shall be converted to equal monthly payments to be made at the rate of \$1,017.13 per month, which also is subject to applicable sales tax currently \$71.20 for a total of \$1,088.33 per month and shall commence on the first day of the first month following the execution of this Agreement. All payments shall be due and payable without notice on or before the first day of each month.

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

4. Delinquency Charge. Any payments received after the tenth (10th) day of the month are subject to a delinquency charge of one and one-half percent (1 ½%) per month beginning with the eleventh (11th) day after payment is due.

5. Place of Payment. All payments due LESSOR from LESSEE shall be made payable to the City of Fernandina Beach, and mailed or delivered to 1180 South 5th Street Extension, Fernandina Beach, Florida 32034.

6. Construction and Use of Premise. LESSEE is hereby granted the right to construct and operate a surface parking lot together with greenspace and water retention on the Premises to

be part of adjacent leasehold of the LESSEE. Parking is for the exclusive use of the LESSEE (and its tenants, and their invitees) subject to the LESSOR's and the general public's rights of ingress and egress. In addition, LESSEE shall relocate and replace the existing Airport perimeter fencing as required to accommodate LESSEE's proposed improvements and keep the Premises, including LESSEE's proposed improvements, outside of the Airport Operations Area. LESSEE agrees and understands that the Premises are located in the restricted East Area of the Airport, and LESSEE shall not make any improvements to the Premises that would affect the restrictions in the East Area of the Airport. LESSEE shall relocate and replace the Airport perimeter fencing with chain link, black vinyl encased fencing that is 6 feet in height, including to reverse gate opening and closing across Jamestown Road. If construction on the Premises has not begun within one (1) year of the date of this Agreement, and completed within two (2) years of the beginning of construction, this Agreement may be terminated by the LESSOR with 30 days written notice to LESSEE. The parties agree that this Agreement shall be construed as a "Non-Aeronautical Use Agreement" and LESSEE shall not engage in any business on the Premises other than that specified herein. Included as part of the LESSEE'S Premises are:

a. A parking lot together with greenspace, water retention and other improvements being more particularly shown on the Site plan approved by the LESSOR and for no other purpose. Such vehicle parking shall be installed and maintained by the LESSEE to allow the loading, unloading and parking of vehicles doing business at the LESSEE'S off-airport business located at 2416 Lynndale Road, Fernandina Beach, Florida 32034.

b. All improvements, including the design thereof, on the Premises must be permitted by the LESSOR prior to installation or construction. The LESSEE is responsible for applying for and obtaining all necessary construction permits and licenses required by local, state and federal laws and regulations.

c. Pavement construction shall be of equal or greater strength than that of the existing nearby streets to which it shall abut. The design and construction are subject to review and approval by the LESSOR'S Engineer or designee.

d. Suitable pavement markings and lighting shall be

installed and maintained by the LESSEE to provide for the orderly and safe movement of vehicles on the Premises. Any lighting of the Premises must be approved by the LESSOR prior to installation, and not interfere with flight operations at the Airport.

e. All improvements shall be constructed, graded and drained so as to direct all storm water which may fall on the Premises into approved disposal devices. The LESSOR shall not contribute to storm water contamination and will take such steps and measures as are necessary to comply with the Airport's Storm Water Pollution Prevention Plan and all federal, state, and local regulations governing storm water discharge. Adequate greenspace for the Premises and adjacent leasehold(s) of LESSEE shall also be provided.

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

g. LESSEE shall perform all items contained in the approved Technical Review Committee ("TRC") site plan as designed by LESSEE's engineering company, Gillette and Associates, Inc. as a condition of this lease, and such site plan is attached hereto as Exhibit "B". In addition, the LESSEE agrees to pay an agreed upon contribution for the modifications and expansions necessary to engineer and accept the LESSEE's stormwater as part of Parcel 9 (Saint John's River Water Management District application #40-089-81738-2) as shown on the stormwater plan attached hereto as Exhibit "C" and designed by LESSOR's Airport engineering firm, Passero Associates LLC, in conjunction with the master plan of the East Area of the Airport. The agreed contribution by LESSEE is \$76,466.00. The LESSOR will allow the LESSEE up to July 1, 2009 to make this contribution payment to LESSOR, except for the engineering costs of \$10,890.15 which is payable immediately to Passero Associates, LLC upon lease approval by the City Commission and execution. It is agreed that these engineering costs will be deducted from the LESSEE's agreed contribution amount, and the balance of \$65,575.85 will be payable on or before July 1, 2009 to LESSOR. In addition, until such time as the master drainage plan is installed and implemented within the East Area of the Airport, the LESSEE will be permitted to tie into the existing stormwater system as described on Exhibit "C", attached hereto.

Since the LESSOR is currently making infrastructure improvements affecting Jamestown Road in the East Area of the Airport, the LESSOR agrees at its sole cost and expense to repair Jamestown Road and its curb, but if and only if, the required drainage pipe is installed by LESSEE under Jamestown Road pursuant to the drainage plan described in Exhibit "C" prior to August 1, 2008. It is agreed and understood that if LESSEE commences work on the parking area described in Exhibit "C" but does not install the drainage pipe under Jamestown Road prior to August 1, 2008, LESSEE shall pay an additional \$5,000.00 to LESSOR on or before July 1, 2009 (in addition to the balance of \$65,575.85).

7. Rights and Obligations of LESSEE.

a. Payments: LESSEE shall meet and pay all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, ad valorem taxes, permit fees, impact fees, license fees and assessments lawfully levied or assessed upon the Premises or property situated hereon, as well as any and all utilities used or consumed by LESSEE on the Premises, including, but not limited to, water, gas, electricity, sewer, and refuse services.

b. Agreement to Pay Taxes and Obligations: LESSEE shall pay all lawful taxes and assessments, debts and obligations of every kind or nature, which, during the term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon any taxable interest of the LESSEE acquired in the Agreement or any taxable possessory right which LESSEE may have in or to the Premises or facilities hereby leased or the improvements thereon, or on the LESSOR'S fee simple interest therein, by reason of its use or occupancy thereof or otherwise as well as all taxes or taxable property, real or personal, owned by LESSEE in and about said Premises, whether said taxes are assessed in the name of LESSEE or LESSOR.

c. Premise Upkeep: The LESSEE shall, at its own expense, maintain and keep the Premises, including all improvements thereon including lighting, landscaping, drainage, signage and parking areas including pavement and striping, in good condition and make all repairs necessary to keep and maintain the Premises, including all improvements thereon in good condition. The Premises and all buildings, improvements, and property thereon must be maintained in a safe, clean and sanitary

condition. The LESSOR shall require maintenance and needed repairs to be made in a timely manner.

d. Access: LESSEE shall have at all times the right of ingress to and egress from the rented Premises. To ensure this right the LESSOR shall make all reasonable efforts to keep adjacent areas to the rented Premises free and clear of all hazards and obstructions, natural and manmade.

e. Signs: During the term of this Agreement, LESSEE shall have the right, at its expense, to place in or on the Premises, a sign or signs. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by LESSOR and shall conform to the City's sign code. LESSEE shall be responsible for all permits. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of LESSEE. LESSEE shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration of the term of this Agreement.

f. Compliance with Applicable Laws, Rules and Regulations: Notwithstanding other requirements contained herein, the LESSEE at its sole cost and expense agrees to and shall comply with all applicable ordinances, laws, rules and regulations established by federal, state, and local government agency or by City, and conduct its operations in accordance with all applicable regulations pertaining to airports, including Airport Rules and Regulations promulgated by the LESSOR governing safe and efficient operation of Fernandina Beach Municipal Airport. The LESSOR may, from time to time, modify and/or update the Rules and Regulations. LESSOR will provide LESSEE with a copy of the updated Rules and Regulations, and once updated, those Rules and Regulations shall become a part of this Agreement.

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

h. Hazardous Materials and Toxic Waste: LESSEE shall not cause or permit to occur:

1. Any violation of any federal, state or local law, ordinance or regulation now or later enacted, related to environmental conditions on, under, or about the Premises, or arising from LESSEE'S use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

2. The use, generation, release, manufacture, refining, production, processing or disposal of any hazardous substance on, under, over or about the Premises.

3. LESSEE shall, at its sole and exclusive expense, comply with all laws and regulations regulating the storage or transportation of hazardous substances relating to the Premises, and shall further make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under applicable federal, state and local laws and regulations; and the LESSOR is to be immediately notified by LESSEE of any claim or allegation of non-compliance herewith.

4. If any authority demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of hazardous substances that occurs during the term hereof, or any renewals hereof, at or from the Premises, or which arises from LESSEE'S use or occupancy of the Premises, then LESSEE shall, at LESSEE'S expense, prepare and submit the required plans and all related bonds and other required financial assurances; and LESSEE shall carry out all work required by such clean-up plans at its sole and exclusive expense.

8. Continuing Obligation. LESSEE'S obligations under Section 7, subsection (h), and Section 9 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement or any renewal thereof.

9. Indemnification for Toxic Wastes. LESSEE, for itself and on behalf of its officers, agents, employees, assigns, and contractors, does agree to protect, defend, ensure and indemnify

LESSOR, its officers, directors, elected and appointed officials and employees, for any manner of loss, damage, cost or assessment which may result from or in any manner be related to the deposit, spill, discharge or other release, and or the presence, use, distribution or disposition of any toxic substance, chemical, metal, petroleum product, or hazardous or toxic waste, or any other substance or derivative. This provision shall survive the expiration of this Agreement. This shall not apply to conditions which pre-exist the date of this Agreement.

10. Aerial Approaches. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

11. Leasehold Improvements.

a. LESSEE agrees that LESSEE shall submit to LESSOR, for approval, conceptual plans and specifications for all proposed improvements to the Premises. LESSOR shall approve the plans and specifications as submitted, or transmit proposed revisions to LESSEE within sixty (60) days of receipt of the plans and specifications from LESSEE. In the event that LESSOR requires revisions of the original plans and specifications, LESSEE shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for LESSOR'S approval. This initial review shall not constitute review for the purposes of obtaining City permits. LESSEE shall be required to obtain all permits from governmental agencies as may be required, including the City, and shall be solely responsible for all costs relating to permitting the proposed improvements.

b. Any such improvements made by LESSEE shall remain the property of the LESSEE until the expiration of this Agreement and any extensions or renewals thereof but which shall remain on the property until the expiration or termination of this Agreement, at which time such improvements shall become the property of LESSOR. LESSEE shall at all times maintain all improvements constructed on the property in good condition.

Upon expiration or termination of this Agreement, the LESSEE shall execute any and all documentation necessary to transfer clear title to the leasehold improvements, free of any lien or encumbrance, to LESSOR.

c. LESSEE shall not permit any mechanic's or other liens to be placed upon the Premises, at any time, except that LESSEE shall be permitted to mortgage its leasehold improvements to be constructed on the Premises by LESSEE. LESSOR shall not be required to subordinate its interest to such Leasehold Mortgage. All documentation regarding any leasehold mortgage must be reviewed and approved by the LESSOR prior to finalization of documents, to assure that no interest of the LESSOR is included in the documentation.

d. LESSEE shall provide payment and performance bonds in amounts and form as approved by LESSOR, prior to commencement of construction.

12. Insurance. LESSEE shall obtain and maintain continuously in effect at all times during the term of this Agreement, at LESSEE'S sole expense, the following insurance:

a. Comprehensive general liability insurance with a Combined Single Limit (CSL) of not less than One Million (\$1,000,000) Dollars protecting LESSOR against any and all liability by reason of LESSEE'S conduct incident to the use of the Premises, caused by or arising out of any wrongful act or omission of LESSEE.

b. Copy of annual insurance certificate(s) to be attached as Exhibit "D" Liability Insurance Certificate, and shall be provided to LESSOR annually.

c. The insurance specified herein shall name LESSOR as an additional insured with instructions that the insurance carrier will notify LESSOR if the LESSEE defaults on premium payments, and shall require that the insurance carrier notify LESSOR thirty (30) days prior to any event leading to cancellation of the policy.

13. Indemnification. LESSEE agrees to assume liability for and indemnify, hold harmless, and defend the LESSOR, its commissioners, mayor, officers, employees, agents, and attorneys

of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of LESSEE, its officers, employees, agents, and representatives. LESSEE's liability hereunder shall include all attorney's fees and costs incurred by the LESSOR in the enforcement of this indemnification provision. This includes claims made by the employees of LESSEE against the LESSOR and LESSEE hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the LESSOR may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

14. Assignment or Sublease. This Agreement, or any part thereof, may not be assigned, transferred or subleased by LESSEE, by process or operation of law or in any other manner whatsoever, without the prior written consent of LESSOR. Prior to issuing any written consent, LESSOR may demand such information it may require to adequately judge whether the proposed assignee, transferee or sub-lessee can adequately perform the duties of the LESSEE under this Agreement.

15. Independent Contractor. In its use of the Premises, LESSEE acts as an independent contractor and not as an agent of LESSOR.

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

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

discrimination, in the use of the Premises.

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

c. LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

17. Termination. This Agreement shall be subject to termination by either party in the event of any one or more of the following:

a. The abandonment of the Airport as an Airport or airfield;

b. The default by either party in the performance of any of the terms, covenants and conditions of this Agreement, and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of thirty (30) days after receipt of notice from the non-defaulting party to the defaulting party to remedy same. This includes the failure of the LESSEE to complete the proposed improvements within the time frames as set forth herein;

c. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of LESSEE'S business;

d. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such a manner as to restrict substantially LESSEE from conducting its business operations for a period in excess of ninety (90) days;

e. LESSOR shall be entitled to terminate this Agreement upon the filing of a voluntary petition in bankruptcy by LESSEE,

including a reorganization plan, a general or other assignment for the benefit of creditors, adjudication as a bankrupt, or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver;

f. LESSOR shall be entitled to terminate this Agreement upon the conviction of LESSEE or any of LESSEE'S officers, managers or employees of any crime involving moral turpitude and relating to this Agreement of LESSEE'S business operations hereunder;

g. LESSEE shall have the right at any time to terminate this Agreement and its obligations hereunder, by conveying to LESSOR the title to the improvements constructed on the Premises, free and clear of any lien or encumbrance, provided that LESSEE has properly maintained said property and it is in as good condition as when originally constructed, ordinary wear and tear excepted, and provided, further, that the obligations regarding accumulated rent and indemnification shall specifically survive.

20. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

21. National Emergency. During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or all or any part of the Premises upon demand to the United States Government, and if any such agreement is executed, the provisions of this Agreement with the LESSEE herein, and all obligations of LESSEE to make the payments as required in Section 3 above, shall be suspended for the length of time that the United States Government requires the use of the said landing area and/or Premises. This period of time during which the Agreement is so suspended will not count against the time provisions of the then existing Agreement.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and as of its effective date supersedes all prior or independent contracts or

agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

23. Severability. If any substantive provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction and such declaration results in a substantial failure of consideration for either party, the entire Agreement shall be subject to termination by such party. Otherwise, such declaration shall not be cause for termination of this Agreement, but only such void or illegal provision shall be canceled or deemed to be of no effect.

24. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, addresses as follows:

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

With a copy to Airport Manager at same address.

If to LESSEE, address to: Fernandina Beach Medical
 Properties, LLC
 11221 Roe Ave. Suite 210
 Leawood, KS 66211

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

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

23. Governing Law, Venue and Attorneys' Fees. This Agreement is to be construed in accordance with the laws of the State of Florida, with venue in Nassau County, Florida. In the event of any litigation between the parties regarding the breach and/or enforcement of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, including at the appellate court level, from the non-prevailing party as determined by a court of competent jurisdiction.

24. Re-Entry. It is further understood and agreed between the parties hereto that in the event of any breach of any covenant or agreement on the part of the LESSEE to be performed and provided, that if such breach is not remedied by the LESSEE after reasonable notice in writing to it by the LESSOR, the LESSOR may re-enter and terminate this tenancy by giving the LESSEE thirty (30) days written notice, to quit the Premises. LESSOR shall at all times be entitled to recover by all lawful means any and all damages, including reasonable attorneys' fees and costs, sustained by it through the breach of any said covenants and agreements on part of the LESSEE to be performed.

25. Obligation Upon Termination. Upon termination of this Agreement, all obligations of either party hereunder to the other shall cease and terminate, except as specifically provided herein, and the LESSEE agrees it shall immediately quit, surrender and return peaceable and quiet possession of the Premises, including all improvements, to the LESSOR in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being accepted.

26. Inspection. The LESSOR shall have the right to enter upon the Premises at reasonable intervals during regular business hours to inspect the Premises for compliance with the terms and conditions of the Agreement and federal, state and local laws and regulations. In case of emergencies, the LESSOR shall have the right to immediately enter the Premises.

27. Further Airport Development. LESSOR reserves the right to further develop or improve the remaining area of the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance.

28. Non-Waiver. The failure of the LESSOR to insist upon strict performance of any of the terms, conditions or covenants herein set forth shall not be deemed a waiver of any rights or remedies that it may have and shall not be deemed a waiver of any breach or default by the LESSEE of the terms, conditions or covenants contained herein.

29. Radon Gas Notice: Pursuant to Florida Statutes Section 404.056(8), LESSOR hereby makes, and LESSEE hereby acknowledges,

the following notification:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

LESSOR makes no representation or warranty with respect to the presence or absence of radon on the Premises, and LESSEE shall undertake such inspection or testing as it deems necessary or convenient to assure itself as to the presence or absence of radon.

30. Lease Commencement Date: The commencement date of this Agreement shall be the date set forth in Section 2 above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF FERNANDINA BEACH

FERNANDINA BEACH MEDICAL
PROPERTIES, LLC



By: Bruce Malcolm
Its: Mayor



By: Woody Brooks
Its: Vice Chairperson

ATTEST:

ATTEST:

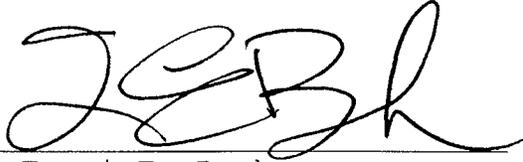


By: Mary L. Mercer
Its: City Clerk



By: Becky Andrews
Its: Secretary

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF FERNANDINA BEACH,
FLORIDA ONLY:

A handwritten signature in black ink, appearing to read 'TEB', written over a horizontal line.

By: Tammi E. Bach
Its: City Attorney

Attachments

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

Exhibit "B" TRC approved site plan of improvements to be provided at sole cost of LESSEE along with any special stipulations of the TRC for the site.

Exhibit "C" Stormwater/Drainage Plan as permitted by SJRWMD Permit #40-089-81738-2

Exhibit "D" Liability Insurance Certificate(s) (Note: This certificate shall show that the City has been named as an additional insured on the policy).

MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Frank L. Bowen, P.S.M. • Mark G. Hill, P.S.M.



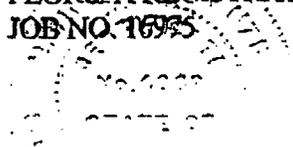
LEGAL DESCRIPTION NUTERRA REAL ESTATE CO. REVISED FEBRUARY 18, 2008

A PORTION OF SECTIONS 7 AND 8, TOWNSHIP 2 NORTH, RANGE 28 EAST, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 24, "AMELIA ISLAND INDUSTRIAL PARK", SECTION THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 59 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 52°51'00" WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 24, A DISTANCE OF 350.00 FEET; THENCE NORTH 37°10'23" EAST A DISTANCE OF 159.95 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 20, "AMELIA ISLAND INDUSTRIAL PARK", SECTION THREE, AFORESAID; THENCE SOUTH 52°51'00" EAST A DISTANCE OF 94.77 FEET TO THE SOUTHEAST CORNER OF LOT 21, "AMELIA ISLAND INDUSTRIAL PARK", SECTION THREE, AFORESAID; THENCE SOUTH 37°00'22" WEST (SOUTH 37°09'00" WEST, PER PLAT), ALONG THE WESTERLY LINE OF LOT 22, "AMELIA ISLAND INDUSTRIAL PARK", SECTION THREE, AFORESAID, A DISTANCE OF 59.99 FEET (60.00 FEET, PER PLAT) TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE SOUTH 52°53'32" EAST (SOUTH 52°51'00" EAST, PER PLAT) ALONG THE SOUTHERLY LINE OF SAID LOT 22, A DISTANCE OF 127.42 FEET (127.50 FEET, PER PLAT) TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 52°51'33" EAST (SOUTH 52°51'00" EAST, PER PLAT) ALONG THE SOUTHERLY LINE OF LOT 23, "AMELIA ISLAND INDUSTRIAL PARK", SECTION THREE, AFORESAID, A DISTANCE OF 127.41 FEET (127.50 FEET, PER PLAT) TO THE SOUTHEAST CORNER OF SAID LOT 23, BEING ALSO AN ANGLE POINT IN THE WESTERLY LINE OF LOT 24 "AMELIA ISLAND INDUSTRIAL PARK", SECTION THREE, AFOREMENTIONED; THENCE SOUTH 37°02'42" WEST (SOUTH 37°09'00" WEST, PER PLAT) ALONG THE WESTERLY LINE OF SAID LOT 24, A DISTANCE OF 100.07 FEET (100.00 FEET, PER PLAT) TO THE POINT OF BEGINNING.

CONTAINING 0.9340 ACRES MORE OR LESS.


MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 16955

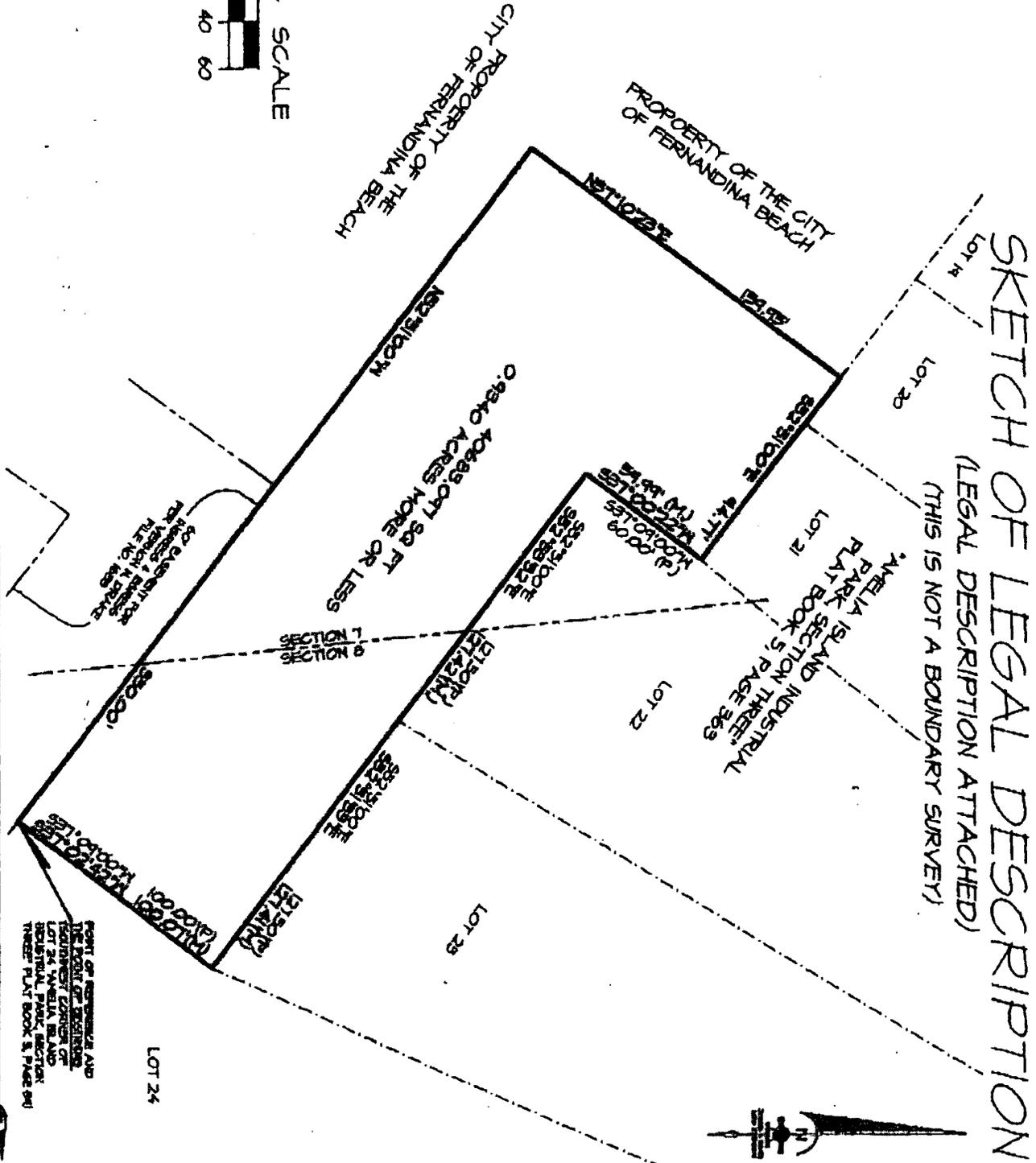
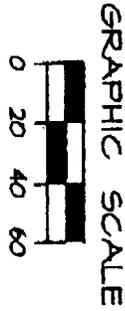


117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034
OFFICE (904) 491-5700 • FAX (904) 491-5777 • TOLL FREE (888) 832-7730
www.manzieanddrake.com



MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Frank L. Bowen, P.S.M. • Mark G. Hill, P.S.M.



SKETCH OF LEGAL DESCRIPTION
 (LEGAL DESCRIPTION ATTACHED)
 (THIS IS NOT A BOUNDARY SURVEY)

62' 0\"/>

PORT OF SPAIN AND
 THE PORT OF SPAIN
 EQUIPMENT LOT 24
 INDUSTRIAL PARK SECTION
 THREE PLAT BOOK 5, PAGE 240

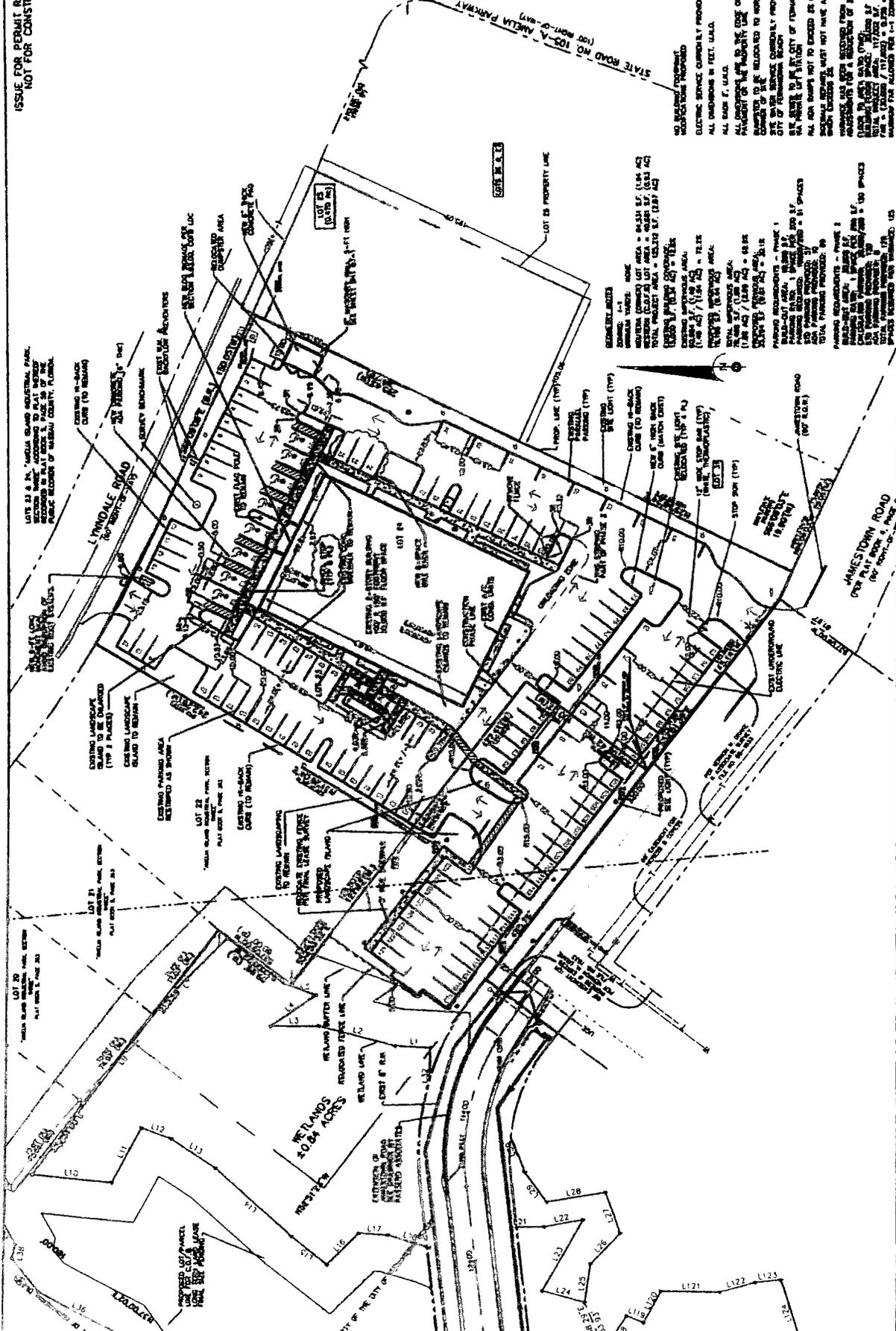
117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034
 OFFICE (904) 491-5700 • FAX (904) 491-5777 • TOLL FREE (888) 832-7730
 www.manzieanddrake.com

PENGLD-Regione, N. J.

EXHIBIT

A

ISSUE FOR PERMIT REVIEW ONLY
NOT FOR CONSTRUCTION



LOT 21 & 22, NEVADA BLVD INDUSTRIAL PARK, SECTION 16, TOWNSHIP 12N, RANGE 18E, PUBLIC RECORDS OF NEVADA COUNTY, FLORIDA.

EXISTING LANDSCAPE PLANT TO BE DIVULGED (179 1/2 PLANTS) EXISTING LANDSCAPE PLANT TO REMAIN

EXISTING PARKING AREA RESTRICTED AS SHOWN

EXISTING LANDSCAPE PLANT TO REMAIN

EXISTING LANDSCAPE PLANT TO REMAIN

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EXISTING PARKING AREA RESTRICTED AS SHOWN

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EXISTING LANDSCAPE PLANT TO BE DIVULGED (179 1/2 PLANTS) EXISTING LANDSCAPE PLANT TO REMAIN

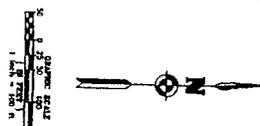
EXISTING PARKING AREA RESTRICTED AS SHOWN

EXISTING LANDSCAPE PLANT TO REMAIN

GENERAL NOTES:
1. ALL DIMENSIONS IN FEET - 1/8" = 1' SCALE.
2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.

<p>Project No. CE-1</p> <p>Scale of 1/8" = 1'</p> <p>DATE 1/20/20</p>	<p>NEUTERA, LLC</p>	<p>SURGERY CENTER AND PROFESSIONAL OFFICES</p>	<p>GEOMETRY PLAN</p>
<p>DATE 1/20/20</p>	<p>NEUTERA, LLC</p>	<p>SURGERY CENTER AND PROFESSIONAL OFFICES</p>	<p>GEOMETRY PLAN</p>
<p>DATE 1/20/20</p>	<p>NEUTERA, LLC</p>	<p>SURGERY CENTER AND PROFESSIONAL OFFICES</p>	<p>GEOMETRY PLAN</p>

AD-Bygone, M. J. 1
EXHIBIT
B



TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA

- LEGEND**
- EAST ROW LINE
 - EAST LOT LINE
 - EAST CENTER LINE ROAD
 - EAST SIDEWALK
 - EAST SIDEWALK LINE
 - PROPERTY BOUNDARY
 - ROAD CENTERLINE
 - EDGE OF PAVEMENT
 - PAVEMENT LINE

LEGAL DESCRIPTION

A PORTION OF SECTIONS 6, 7, 8 AND 11,
TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA

CONSTRUCTION SET

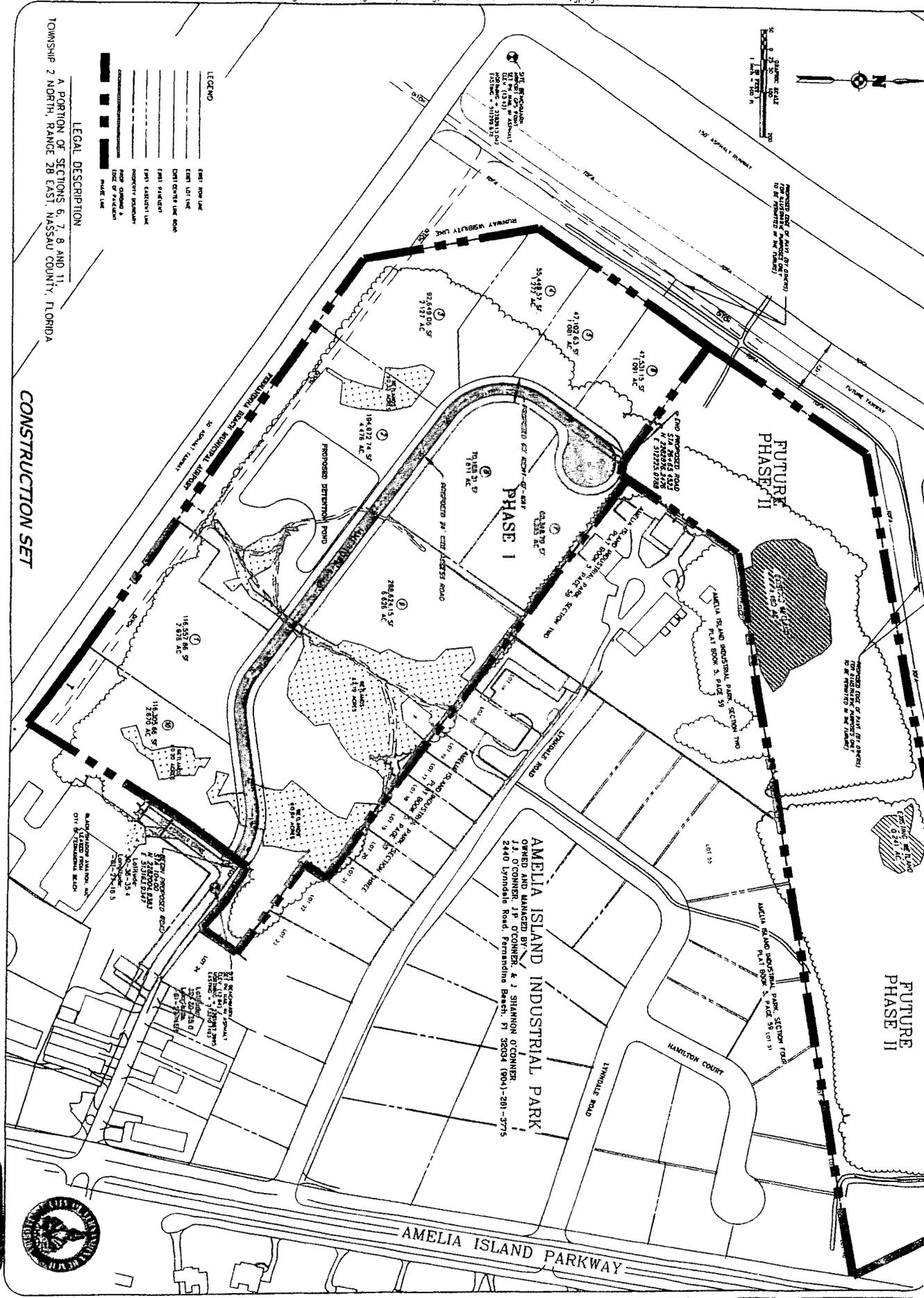


EXHIBIT
C



99047 23D
1 OF 17
December, 2004

General Area Plan
East Terminal Area Access Road
Phase One
City of Fernandina Beach, Nassau County, Florida
City of Fernandina Beach
Fernandina Beach Municipal Airport

Passero Associates
2405 Park Avenue, Suite 201
Fernandina Beach, FL 32034
904-251-3881 Fax 904-251-3880
Engineering
Architecture
Surveying
Planning

1" = 100'
Checked by: John F. Corrado, P.E.
Project Manager: Jonathan P. Page, P.E.
Designed by: JS, BOP

No.	Date	By

Revisions

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-138**
Interlocal Contract Approval – Houston-Galveston Area Council (HGAC)

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-138**

SYNOPSIS: The Fire Chief, Controller, City Attorney, and City Manager are seeking approval from the Commission to enter into a contract with an organization qualified to help the City prepare the required FEMA Public Assistance reporting. As a group, the four above mentioned employees will select a firm using HGAC's (a nationwide government procurement service) qualified responders to HP 07-16, **All Hazards Preparedness, Planning, Consulting & Recovery Services**. The Nassau County Board of County Commissioners is expected to enter into a similar agreement with the same organization (to be considered at a special meeting on November 1, 2016). City staff will develop criteria to select the most responsive vendor for the project.

FISCAL IMPACT: HGAC has competitively bid (via RFP) for these services. Using the result of HGAC's HP 07-16 is allowed in Section J, Government Contracts/Cooperative Purchasing of the City's Purchasing Policy. The funds expended for the selected vendor will be reimbursed by FEMA.

2016/2017 CITY COMMISSION GOALS: Beach Safety Alachua Street
(As approved by Resolution 2016-51) Soccer Field Lighting Stormwater
 Downtown Density Opportunity
 ADA Improvements Departmental
 Consideration

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission adopt Resolution 2016-138. *DLM*

DEPARTMENT DIRECTOR	Submitted by: Dale L. Martin City Manager	Date: 10/31/16
CONTROLLER	Approved as to Budget Compliance <i>PHC</i>	Date: 10/31/16
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 10/31/16
CITY MANAGER	Approved Agenda Item for 11/01/16 <i>DLM</i>	Date: 10/31/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-138

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL CONTRACT WITH HOUSTON-GALVESTON AREA COUNCIL (HGAC) FOR COOPERATIVE PURCHASING SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach suffered damage to several City facilities as the result of Hurricane Matthew; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has authorized Public Assistance (PA) funding for Nassau County; and

WHEREAS, the City of Fernandina Beach wishes to partner with Nassau County in an effort to secure appropriate PA funding; and

WHEREAS, the Nassau County Board of Commissioners (“BOCC”) has considered a similar agreement with the Houston-Galveston Area Council to assist with administrative support for FEMA PA funding; and

WHEREAS, the BOCC and the City would each enter into their own agreements with HGAC and choose their own Public Assistance consultants.

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

SECTION 1. The City Commission hereby approves the Interlocal Agreement with HGAC, attached hereto as “Exhibit A”.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute said agreement, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 1st day of November, 2016.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 204 Ash St Fernandina Beach, FL 32034

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 10/28/2016 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 10/1/2016 and ends * 9/30/2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

*** City of Fernandina Beach**

Name of End User (local government, agency, or non-profit corporation)

*** 204 Ash St.**

Mailing Address

* Fernandina Beach FL 32034
City State ZIP Code

*By:

Signature of chief elected or appointed official

*** Dale L. Martin, City Manager 10/28/2016**

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

APPROVED AS TO FORM & LEGALITY:



CITY ATTORNEY

*Denotes required fields

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to **713-993-2424**. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: City of Fernandina Beach County Name: Nassau
(Municipality/County/District/etc.)
Mailing Address: 204 Ash St. Fernandina Beach FL 32034
(Street Address/P.O. Box) (City) (State) (ZIP Code)
Main Telephone Number: (904) 310-3101 FAX Number: (904) 310-3454
Physical Address: 204 Ash St. Fernandina Beach FL 32034
(Street Address, if different from mailing address) (City) (State) (ZIP Code)
Web Site Address: www.fbfl.us

Official Contact: Dale L. Martin
(Point of Contact for HGACBuy Interlocal Contract)
Mailing Address: 204 Ash St.
(Street Address/P.O. Box)
Fernandina Beach FL 32034
(City) (State) (ZIP Code)

Title: City Manager
Ph No.: (904) 310 - 3101
Fx No. : (904) 310 - 3454
E-Mail Address: dmartin@fbfl.org

Authorized Official: Dale L. Martin
(Mayor/City Manager/Executive Director/etc.)
Mailing Address: 204 Ash St
(Street Address/O.O. Box)
Fernandina Beach FL 32034
(City) (State) (ZIP Code)

Title: City Manager
Ph No.: (904) 310 - 3101
Fx No. : (904) 310 - 3454
E-Mail Address: dmartin@fbfl.org

Official Contact: Patti Clifford
(Purchasing Agent/Auditor etc.)
Mailing Address: 204 Ash St.
(Street Address/O.O. Box)
Fernandina Beach FL 32034
(City) (State) (ZIP Code)

Title: Finance Director/Controller
Ph No.: (904) 310 - 3333
Fx No. : (904) 310 - 3457
E-Mail Address: pclifford@fbfl.org

Official Contact: Jeremiah Glisson
(Public Works Director/Police Chief etc.)
Mailing Address: 204 Ash St.
(Street Address/O.O. Box)
Fernandina Beach FL 32034
(City) (State) (ZIP Code)

Title: Fleet/Facilities Maintenance Director
Ph No.: (904) 310 - 3314
Fx No. : (904) 310 - 3463
E-Mail Address: jglisson@fbfl.org

Official Contact: Harvey T. Silcox
(EMS Director/Fire Chief etc.)
Mailing Address: 204 Ash St.
(Street Address/O.O. Box)
Fernandina Beach FL 32034
(City) (State) (ZIP Code)

Title: Fire Chief
Ph No.: (904) 310 - 3151
Fx No. : (904) 310 - 3453
E-Mail Address: tsilcox@fbfl.org

* denotes required fields

Dale Martin

From: Justin Stankiewicz <jstankiewicz@nassaucountyfl.com>
Sent: Monday, October 31, 2016 10:53 AM
To: Patti Clifford; Shanea Jones; Cathy Lewis
Cc: Dale Martin; Ty Silcox; Jason Higginbotham; Tony Perez
Subject: RE: Contractor for PA Reporting
Attachments: P020-0-2015 Disaster Financial Recovery Services NCEM

Patti,

Great to talk to you this morning. As we discussed, attached is the rough draft RFP drafted by Billy for our review.

Our Procurement Manager and Ted have meet with Mr. Mullin on this last week when I was at conference, so I will be trying to get with them to see where we are exactly today with this. I will pass along any information on this topic as we go through the process, but wanted to at least send you the attached for a starting point.

Justin Stankiewicz

Office of Management and Budget Director

Nassau County BOCC

96135 Nassau Place, Suite 2

Yulee, FL 32097

904-530-6010

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

From: Patti Clifford [<mailto:pclifford@fbfl.org>]
Sent: Saturday, October 29, 2016 5:46 PM
To: Shanea Jones <sjones@nassaucountyfl.com>; Cathy Lewis <clewis@nassaucountyfl.com>; Justin Stankiewicz <jstankiewicz@nassaucountyfl.com>
Cc: Dale Martin <dmartin@fbfl.org>; Ty Silcox <tsilcox@fbfl.org>; Jason Higginbotham <jhigginbotham@fbfl.org>; Tony Perez <tperez@fbfl.org>
Subject: Contractor for PA Reporting

Hello,

I am not sure I am writing to the correct group of people, please forward if you know who I should be contacting.

About 3 weeks ago, there was a conference call with Billy Estep where he mentioned that the County was putting together an RFP for a contractor to help prepare the County's PA. On that conference call, we said (via Tony) YES, we would like to be included as a party that could piggyback off of that agreement.

Does this sound familiar to anyone? Can you tell me the status of the RFP?

Thanks for any insight you can provide.

Patti Clifford
Controller
City of Fernandina Beach

www.fbfl.us/Finance

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Board Appointment**
Arts and Culture Nassau

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: Approve Arts and Culture Nassau appointment.

SYNOPSIS: In accordance with Resolution 2007-102, Section 1(d), the City Commission shall appoint Arts & Culture Nassau members.

The Amelia Island Chamber Music Festival representative's term expires December 2016; as such the Amelia Island Chamber Music Festival has respectfully submitted a request for the Honorable City Commission's consideration for Ms. Marsha Joyner to be appointed as the Amelia Island Chamber Music Festival representative to the Arts and Culture Nassau for a three-year term ending December 2019.

FISCAL IMPACT: N/A

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input checked="" type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Ms. Marsha Joyner to a three-year term to Arts and Culture Nassau. *DM*

DEPARTMENT DIRECTOR	Submitted by: Caroline Best <i>C Best.</i> City Clerk	Date: 10/12/16
CONTROLLER	Approved as to Budget Compliance	Date:
CITY ATTORNEY	Approved as to Form and Legality	Date:
CITY MANAGER	Approved Agenda Item for 11/1/16 <i>DM</i>	Date: 10/14/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

ARTS AND CULTURE NASSAU

ARTS AND CULTURE NASSAU				
Meeting: First Monday of every month, 6:00 p.m., City Commission Chambers				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
7/16	Diane Withrow Withrow31@aol.com	Island Art Assoc/ Gallery Representative 96136 Marsh Lakes Drive Fernandina Beach, Fla. 32034	556-6457	2 yrs- 07/2018
9/16	Richard Smith Rasmith8676@comcast.net	Amelia Community Theater 209 Cedar Street (W)	261-8676 (H)	1 yr- 10/2017
2/13	Robert Bolan bolanbob@aol.com	Amelia Island Chamber Music Festival PO Box 15886 FB	491-4568 (H)	3 yrs- 12/2016
10/15	Fran Shea franshea@comcast.net	Amelia Island Book Festival P.O. Box 824 (W)		2 yrs- 10/2017
01/16	Lynne Ruppel lruppel7917@bellsouth.net	Amelia Island Jazz Festival Representative		2 yrs – 01/2018
12/13	Liz Taylor liz@ameliamuseum.org	Amelia Island Museum of History Representative	261-7378	3 yr - 12/2016
12/10	*Evelyn McDonald Ec94603@bellsouth.net	Friends of the Library Representative	261-5440	1 yr - 12/2016
05/15	At-Large Representative **Sandra R. Barron Srbarron84@gmail.com	Commission Appointed Citizen 2609 Gregor McGregor Blvd.	(609) 658-4443	2 yrs – 05/2017
	At-Large Representative Sandra Dawson Biancabianks2004@yahoo.com	Commission Appointed Citizen 232 North 2 nd Street	(832) 416-6996	1 yr – 04/30/2017
5/11	Nassau County Representative Marge Powell margepowel@aol.com	Non-voting	(904) 614-7745	3 yrs – 12/2016
	Nassau County Representative Vacant	Non-voting		3 yrs –
Staff Coordinator: Scott Mickelson, Parks & Recreation NO FINANCIAL DISCLOSURE REQUIRED				
<p>*Chair **Vice Chair</p> <p>Four members shall be appointed for one year; Four members shall be appointed for two years; and Five members shall be appointed for three years.</p>				



SEP302016PM2:20

September 28, 2016

CITY CLERK'S OFFICE

Ms. Kim Briley
Office of the City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

CITY OF FERNANDINA BEACH

Dear Ms. Briley:

Amelia Island Chamber Music Festival is proud to be a member of Arts & Culture Nassau. Our current representative's three-year term will conclude in December, 2016 and we request that Ms. Marsha Joyner be appointed for a three-year term to begin January 1, 2017 to represent our organization. Like all of our representatives over the years, Ms. Joyner is a former member of our Board of Directors and continues as an active volunteer for Amelia Island Chamber Music Festival.

Please let us know if you need any other information.

Thanks very much,

Joseph A. Marasco, M.D.
Executive Director

Cc: Robert Bolan
Marsha Joyner
Scott Mikelson