



**AGENDA
AIRPORT ADVISORY COMMISSION
REGULAR MEETING
AUGUST 13, 2020
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

The Airport Advisory Commission Meeting will be held as a VIRTUAL MEETING with board members and City Staff participating through video conferencing. This virtual meeting will be broadcasted live for members of the public to view on the City of Fernandina Beach website (www.fbfl.us) and Channel 264 (Comcast Only).

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MINUTES**
 - 4.1 July 9, 2020 Regular AAC Meeting Minutes
- 5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
- 6. OLD BUSINESS**
 - 6.1 Monthly Financial Report
 - 6.2 Runway 4/22 Rehabilitation Project Update
- 7. NEW BUSINESS**
 - 7.1 Review Request from Property Owners to Acquire Cessna Lane Parcel (North of Airport Road)
 - 7.2 Airport Annual (October 2020) Lease/Rental Agreement CPI Adjustment Discussion
 - 7.3 State Fiscal Year 2023 Hangar Development Project Discussion
 - 7.4 Mercedes Benz Facility Use Agreement Review
- 8. AIRPORT DIRECTOR AND STAFF REPORTS**
 - 8.1 Monthly Airport Manager Report
- 9. COMMISSION MEMBER REPORTS/COMMENTS**
- 10. NEXT MEETING DATE**
- 11. ADJOURNMENT**

This meeting will be conducted as a virtual meeting with restricted physical access. Written comments emailed to the Airport Director, Nathan Coyle, at ncoyle@fbfl.org must be sent no later than 2 PM on August 13, 2020 and will be read aloud during the meeting. These comments shall have a maximum time allowance of 3 minutes or 400 words. Public comment may also be provided virtually through use of the Zoom Meeting link below, the phone number provided below, or in person at City Hall with strict restrictions to protect health and safety. Individuals wishing to provide live comments during the meeting must dial-in or connect via the Zoom Meeting link or phone number below no later than 6 PM on August 13, 2020, and will be called upon by their individual registered Zoom Meeting ID Account or by the last-4 digits of their respective phone number. When called upon, please provide your name and home address prior to issuance of public comment. Please limit comment to 3 minutes.

Zoom Meeting Link for Public Comment:

Join Zoom Meeting

<https://zoom.us/j/91664696653>

Or

Zoom Phone Dial-In for Public Comment: + 1 646 558 8656 Meeting ID: **916 6469 6653**

If you must attend in person at City Hall (204 Ash Street), please arrive at City Hall no later than 5:50 PM to be counted and to complete a speaker form. You will be admitted into City Hall when it is your turn to make your public comments and must exit City Hall after your comments are made. It is recommended that you wear a face mask when entering City Hall for your protection and the protection of others.

1. **Call to Order:** Chairperson Austin called the meeting to order at 6:00 pm.
2. **Members Present:** Chuck Colcord, Dave Austin, Ward Gill, Prudence Hostetter, Don Edlin, Nathan Coyle (Staff Assistant), and Len Kreger (City Commission Liaison)
Members Absent: Tom Piscitello, and One Vacancy

Others Present: Robert Kozakoff, Brian Echard, Commissioner Ross, and Chris Nardone (Passero Associates)

3. **Pledge of Allegiance**
4. **4.1 June 11, 2020 AAC Meeting – Approval of Minutes:** The June 11, 2020 AAC Regular Meeting Minutes were presented for consideration of the AAC.

A motion was made by Member Colcord, seconded by Member Edlin, to approve the June 11, 2020 AAC Regular Meeting Minutes. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5. **Public Comment Regarding Items Not On The Agenda:** No public comment was received.
6. **Old Business:**

6.1 Monthly Financial Update

Airport Manager Coyle presented the monthly financial update and provided a detailed update on FAA and FDOT grant revenue received to date, and grant revenue still anticipated within the current fiscal year. There was no other discussion on the monthly financial update.

6.2 Runway 4/22 Project Update and Schedule

Airport Manager Coyle provided an update to the group stating that the grant offer and award of bid were approved by the City Commission. Mr. Coyle stated that, due to the anticipated operational impact of the Republican National Convention, airport staff requested that contractors push back the proposed start of this project from August to early September which would provide for an estimated mid-January completion. Mr. Coyle stated that he would provide an updated schedule when available from the contractors.

7. **New Business:**

7.1 AAC Member Vacancy Recommendation – Review Submissions

Airport Manager Coyle stated that the existing vacancy for the Airport Advisory Commission had been published for over thirty days and one application had been received to date. Mr. Coyle presented Mr. Douglas Geib's application for review of the AAC. Chairperson Austin commented that Mr. Geib is a great aviation professional and would be a strong addition to the committee. Members of the group agreed that Mr. Geib would be a great addition to the AAC.

A motion was made by Member Colcord, seconded by Member Broughton, to recommend that the City Commission appoint Mr. Douglas Geib to the Airport Advisory Commission to fill the existing vacancy. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.2 T-Hangar Draft Site Plans Review

Airport Manager Coyle introduced Mr. Chris Nardone from Passero to provide an overview and update on the draft site plan for development of T-Hangars at the airport. Mr. Nardone showed the six additional hangar units planned for the airport and discussed site and building characteristics with the group. Mr. Coyle stated that updated site plans would be provided as the project moves forward, and that the expected timeline for invitation of bids remains Fall of 2020.

7.3 2021 Concours d'Elegance/Bonhams/Russo and Steele Safety Plan Review

Mr. Coyle presented the draft 2021 safety plan for Concours d'Elegance/Bonhams/Russo and Steele events at the airport which is normally submitted to the FAA in August of each year. Mr. Coyle stated that he had yet heard any remarks related to the impact of COVID-19 on upcoming Concours related events. Member Austin stated that it is wise to continue to plan for the events to occur as they normally do. There were no concerns or recommendations for revision of any safety plan components within the document presented to the AAC.

7.4 224th Joint Communications Support Squadron Facility Use Agreement

Mr. Coyle presented a facility use agreement to the group for use of airport property along the closed runway by the 224th Joint Communications Squadron of the Georgia Air National Guard. Mr. Coyle stated that there would be no impact to airport operations with this use and support provided to the Air National Guard.

A motion was made by Member Hostetter, seconded by Member Edlin, to recommend that the City Commission approve the Facility Use Agreement as presented between the 224th Joint Communications Support Squadron and the City of Fernandina Beach. A vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8. Airport Manager and Staff Reports:

Mr. Coyle provided his monthly report to the AAC with specific updates related to the City's design process for a new fire station at the airport and airport planning in partnership with Bent Wing Flight Services related to the upcoming Republican Convention at the end of August.

9. Commission Member Reports and Comments:

No Discussion

10. Next Meeting Date: August 13, 2020

11. Adjournment: There being no further business to come before the Airport Advisory Commission, the meeting was adjourned at 7:40 p.m.

Secretary

David Austin, Chairperson

AIRPORT 420**AIRPORT
420**

	BUDGET 2019-2020	YTD	Percentage	
REVENUES				
				Pending Grant Revenue
33120 FEMA GRANT	-	0.00	0.0%	
33220 FAA GRANT	2,143,000	168,373.42	7.9%	FAA: \$22,028
33323 FDOT GRANT	505,500	120,485.64	23.8%	FDOT: \$94,747
33420 FEMA STATE GRANT	-	0.00	0.0%	
34704 RENTALS NON-TAXABLE		750.00	100.0%	
34720 RENTALS		6,053.21	100.0%	
34970 FUEL SALES	24,800	19,829.84	80.0%	
34971 LEASE PAYMENTS - LAND LEASE	69,797	78,253.94	112.1%	
34973 LAND LEASE - AMELIA RIVER	205,960	178,949.77	86.9%	
34974 LAND LEASE PAYMENTS - NON-TAXABLE	37,105	32,381.23	87.3%	
34975 RENT/LEASE PAYMENTS - City Built	293,707	246,845.39	84.0%	
34976 8 FLAGS RENT (TAXABLE)	67,017	41,241.42	61.5%	
34978 8 FLAGS RENT - NON-TAXABLE	50,266	54,046.26	107.5%	
34979 TRANSIENT REVENUE	-	5,070.00	0.0%	
36110 INTEREST		3,989.67		
36420 INSURANCE PROCEEDS		0.00		
36800 CAPITAL CONTRIBUTION		0.00		
38410 LOAN PROCEEDS		0.00		
36990 OTHER REVENUE	112,650	75,829.66	67.3%	
36991 PARKING REVENUE	2,004	1,700.00	84.8%	
36995 LATE FEES	-	1,288.61	0.0%	
36992 GAIN ON SALE OF ASSETS		-7,930.14		
38101 TRANSFERS IN GENERAL FUND		0.00		
38910 CASH BALANCE FORWARD	148,581	0.00	0.0%	
Revenue Total	<u>3,659,480</u>	<u>1,027,157.92</u>	28.1%	

AIRPORT 420

AIRPORT 420

	BUDGET 2019-2020	YTD	Percentage
PERSONNEL SERVICES			
51200 SALARIES	128,570	106,837.64	83.10%
51300 TEMPORARY	-	0.00	
51350 PART TIME	15,809	0.00	0.00%
51400 OVERTIME	-	0.00	
52100 FICA	11,045	7,442.02	67.38%
52200 RETIREMENT	30,806	25,595.36	83.09%
52300 HEALTH	29,687	24,661.68	83.07%
52301 LIFE	713	613.35	86.02%
52350 OPEB COSTS	1,756	1,460.00	83.14%
52400 WORKERS' COMP	3,150	2,630.00	83.49%
52500 UNEMPLOYMENT			
TOTAL	221,536	169,240.05	76.39%
OPERATING EXPENSES			
53100 PROFESSIONAL SERVICES	25,000	12,750.00	51.00%
53200 AUDIT	6,795	5,660.00	83.30%
53400 CONTRACTUAL	54,790	27,569.31	50.32%
53900 AUTO ALLOWANCE		0.00	
53910 HOUSING ALLOWANCE	-	0.00	
54000 TRAINING/TRAVEL	3,000	17.51	0.58%
54100 COMMUNICATIONS	2,203	1,403.39	63.70%
54101 COMMUNICATIONS - CELL	2,000	1,104.90	55.25%
54103 COMMUNICATIONS - INTERNET	5,750	1,669.50	29.03%
54200 POSTAGE	100	43.40	43.40%
54300 UTILITIES - ELECTRIC	40,600	27,517.83	67.78%
54310 UTILITIES - WATER & SEWER	13,400	7,375.88	55.04%
54500 INSURANCE	42,349	35,290.00	83.33%
54610 R/M GROUNDS	93,600	77,243.62	82.53%
54620 R/M EQUIPMENT	1,500	53.96	3.60%
54630 R/M VEHICLES-LABOR	6,000	4,802.50	80.04%
54640 R/M VEHICLES-MATERIALS	6,500	5,859.30	90.14%
54700 PRINTING	1,057	0.00	0.00%
54800 PROMOTIONAL	1,000	0.00	0.00%
54902 BAD DEBT EXPENSE		0.00	
54910 BILLING COST	7,300	6,080.00	83.29%
55100 OFFICE SUPPLIES	2,907	616.53	21.21%
55200 OPERATING SUPPLIES	2,285	395.94	17.33%
55210 UNIFORMS	400	24.00	6.00%
55230 FUEL	6,500	4,780.78	73.55%

AIRPORT 420

AIRPORT 420

	BUDGET 2019-2020	YTD	Percentage
55400 BOOKS/SUBS/DUES	725	655.00	90.34%
TOTAL	<u>325,761</u>	<u>220,913.35</u>	67.81%
CAPITAL OUTLAY			
56200 BUILDINGS	-	0.0	
56300 IMPROVEMENTS	2,965,585	397,368.7	13.40%
56400 MACH./EQUIP.	30,000	30,172.6	
56401 MACH./EQUIP. Non-CAP	2,393	2,393.0	100.00%
TOTAL	<u>2,997,978</u>	<u>429,934.3</u>	14.34%
57000 SETTLEMENT EXP		0.0	
57100 PRINCIPAL	79,000	0.0	
57200 INTEREST	35,005	17,814.8	
57300 FINANCING COSTS	-	0.0	
TOTAL	<u>114,005</u>	<u>17,814.8</u>	
Expense Total	<u><u>3,659,280</u></u>	<u><u>837,902.5</u></u>	22.90%



3429 Purchased from Airport in 2013 – Same owner as 3428

Cessna Lane

Airport Property Boundary

City of Fernandina Beach

AIRPORT RD

Cessna Lane Inquiry

- Property Owners of Parcels 3429 and 3428 (First Coast Storage) reached out and inquired to see if the City would be willing to vacate Cessna Lane, North of Airport Road, and allow them to acquire the parcel.
- This request would involve multiple City departments as it effects roadway/utilities access etc. This discussion will focus only on the airport's interest as Cessna Lane is currently owned by the Airport Enterprise.
- This section of road is airport property and was also dedicated as a right of way by the City.

FAA Property Release Requirements

- If desired, owner's request to FAA must document the following:
 - What is requested.
 - What agreement(s) with the United States are involved.
 - Why the release, modification, reformation, or amendment is requested.
 - What facts and circumstances justify the request.
 - What requirements of state or local law or ordinance should be provided for in the language of an FAA-issued document if the request is consented to or granted.
 - What property or facilities are involved.
 - How the property was acquired or obtained by the airport owner.
 - What is the present condition and what present use is made of any property or facilities involved.
 - What use or disposition will be made of the property or facilities.
 - What is the appraised fair market value of the property or facilities. Appraisals or other evidence required to establish fair market value.
 - What proceeds are expected from the use or disposition of the property and what will be done with any net revenues derived.
 - A comparison of the relative advantage or benefit to the airport from sale or other disposition as opposed to retention for rental income.

Within the proposed FY20-21 City budget, the airport has budgeted no CPI escalation for its ground leases and hangar rental agreements. The purpose of this discussion is to consider no CPI escalation on airport ground leases and hangar rental agreements for the 2020-2021 fiscal year due to the financial impacts of COVID-19.

The majority of airport leases stipulate use of a July to July comparison of the CPI - All Urban Consumers South Urban Region for escalation on 1 October of each year. The May to May comparison was -0.4%, and the June to June comparison was 0.3%. The July comparison will not be released until early August.

The purpose of this discussion is to begin contemplating options for hangar development under the future (State FY23) FDOT grant programmed for hangar development. This discussion will review hangar types/categories, initial thoughts on funding options, and known existing demand.

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this _____ day of _____, 2020, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Mercedes-Benz USA, LLC whose address is 13470 International Parkway, Jacksonville, FL 32218 (herein called "USER").

WHEREAS, CITY owns, controls and operates that certain public facility known as the Fernandina Beach Municipal Airport (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY to conduct filming of instructional videos related to use of automobiles owned by Mercedes Benz. USER shall have use of this property to place and utilize its equipment on the dates specified below.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above during the period of 7 AM until 6 PM on August , 2020
2. USER will set up and use the FACILITY on a continuous basis during this period on the Closed Runway 18/36 (between Rwy 9/27 and Twy C) to conduct filming of instructional vehicles related to automobiles owned and operated by Mercedes Benz staff. The parties understand and agree that the closed Runway (Runway 18/36) is no longer operational and aircraft will not be utilizing that surface to taxi, arrive, or depart during this event.
3. USER shall pay CITY the sum of \$1,000.00 for use of FACILITY during the period designated above, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising

directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

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

6. The addresses for giving notices are as follows:

USER: Mercedes Benz USA LLC
13470 International Parkway
Jacksonville, FL 32218

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

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

USER: _____

CITY OF FERNANDINA BEACH

By:

By: _____

Dale L. Martin

Its:

Its: City Manager

101 _____

Employer ID #

By: _____

Caroline Best

Its: City Clerk

Approved as to Form and Legality:

Tammi E. Bach, City Attorney

ALL PARTIES TO AGREEMENT PLEASE INITIAL THIS PAGE AND THE FOLLOWING PAGE

INDEMNIFICATION

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

INSURANCE

A. Certificate of Insurance

The CITY of Fernandina Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the Insured at least thirty (30) days prior to any , cancellation, , or non-renewal of the policy; The insured will provide said notice to CITY of Fernandina Beach and a copy to FACILITY USER upon receipt
- Certificate of Insurance shall be in the form as approved by the CITY of Fernandina Beach, naming the CITY as additional insured, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the CITY of Fernandina Beach, FACILITY USER shall furnish complete copies of endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of Advanced Disposal-Stateline obligations to fulfill the requirements of this Section.

B. Workers' Compensation Insurance

FACILITY USER shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement, and in the event any work is subcontracted, FACILITY USER shall require the subcontract similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees

are covered by the protection afforded by FACILITY USER. FACILITY USER may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, FACILITY USER shall provide adequate insurance, satisfactory to the CITY of Fernandina Beach, for the protection of employees not otherwise protected.

C. Liability Insurance

FACILITY USER shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the CITY of Fernandina Beach from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General and Automobile Liability Insurance:
 - Minimum Coverage is \$1,000,000 single limit and \$2,000,000 aggregate
 - Coverage shall include premises, operations, products, completed operations, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:
 - Minimum Coverage is \$1,000,000 single limit and \$2,000,000 aggregate
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Addendum to Facilities Use Agreement
Agreement dated (mm/dd/2018)
Between
Mercedes-Benz USA, LLC (“MBUSA”)
And
City of Fernandina Beach, (hereinafter “Vendor”)

1. **Indemnification.** **Vendor** agrees to defend, hold harmless and indemnify MBUSA, its parent, subsidiaries, affiliates, employees, officers, directors and agents from and against any liability, loss, damage, cost and expense that MBUSA may suffer as a result of any claims, suits, demands, actions, causes of action, penalties, expenses, or costs, whether foreseen or unforeseen, including reasonable attorneys' fees, that may be made or had against MBUSA, by way of any negligence, reckless acts and/or intentional or willful misconduct by **Vendor**, its employees, agents, directors, officers, servants and representatives, in connection with its performance under this Agreement.
2. **Insurance.** **Vendor** represents and warrants that it has sufficient insurance coverage in force to comply with all of its obligations under this Agreement. In the event that **Vendor** does not have sufficient insurance coverage, the lack of such coverage shall have no impact upon **Vendor** contractual obligations set forth herein, which obligations will remain in full force and effect.
3. **Compliance.** In connection with the activities of the Parties related to this Agreement, **Vendor** is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the **Vendor** or other third parties. In the event of violation of the above, MBUSA has the right to immediately withdraw from or terminate all legal transactions existing with the **Vendor** and the right to cancel all negotiations.
The above notwithstanding, the **Vendor** is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with MBUSA.
4. **Accounts and Records/Audit.** **Vendor** and their subcontractors shall throughout the term of this Agreement and for a period of six (6) months after its expiration or termination, keep up-to-date records with respect to all work performed hereunder including, but not limited to, documentation of all expenditures and purchases made, time incurred and personnel used in connection with the Services performed hereunder in accordance with standard accounting and record keeping practices acceptable to MBUSA. In order to assure the maintenance of said records and to permit MBUSA to assure that the Services have been performed as provided in the Agreement and to confirm **Vendor** and their subcontractors billing where appropriate, **Vendor** and their subcontractors shall throughout the term of this Agreement and for a period of six (6) months after its expiration or termination permit MBUSA to examine **Vendor's** and their subcontractors accounts and records by a person or persons, either in the employ of MBUSA or acceptable to MBUSA at such reasonable time or times as MBUSA may designate.
5. **Communications.** **Vendor** hereby agrees that it will not take any of the following actions with respect to the execution of the Agreement or the provisions of the Services hereby without first obtaining express written consent from the MBUSA business department contact, including but not limited to the following: 1) issuing a press release; 2) providing written or verbal commentary to the media; 3) making an external speech or taking other publicity-related activities including

postings on any public forum relating to or which mentions MBUSA or the Services provided hereunder. In addition, **Vendor** hereby agrees that it will refer any inquiries from the media concerning the Services provided under the Agreement to the MBUSA Corporate Communications Department for review and coordination prior to **Vendor** making a response to such inquiry.

6. **Trademarks.** **Vendor** acknowledges and agrees that the words "Mercedes-Benz," "Mercedes," "Sprinter," and "Smart" and the Three-Pointed Star within a Circle, the Sprinter logo and the Smart logo are the solely owned and validly registered trademarks and trade names of Daimler AG – Daimler Aktiengesellschaft, the ultimate parent company of Buyer. **Vendor** recognizes that it is not authorized to use any of Daimler AG's trademarks and trade names without the prior written approval of Buyer.
7. **Subcontractors.** **Vendor** shall not use a subcontractor in the performance of its duties hereunder without Buyer's prior written approval. In regard to each subcontractor approved by Buyer, **Vendor** shall provide evidence of the subcontractor's liability insurance in sufficient coverage and policy limits as required for the services to be provided by such subcontractor. **Vendor** warrants that it has conducted a criminal background investigation on each of **Vendor's** employees or agents who have been or will be involved in the development of the Items or Services and further warrants that **Vendor** and each of its employees and agents who have been or will be involved in the development of the Services or Items have not been convicted of any felony or a misdemeanor involving crimes of violence, fraud, misappropriation, or other breach of trust.

THE TERMS AND CONDITIONS SET FORTH IN THE FACILITIES USE AGREEMENT SHALL GOVERN THIS ADDENDUM AND IF ANY TERMS OF THIS ADDENDUM MATERIALLY CONFLICT WITH AND/OR CONTRADICT THE TERMS OF THE AGREEMENT, THEN THE TERMS OF THE MBUSA ADDENDUM SHALL GOVERN.

MERCEDES-BENZ USA, LLC

CITY OF FERNANDINA BEACH

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

By: _____

Print: _____

Title: _____

Dated: _____



MEMORANDUM

TO: AIRPORT ADVISORY COMMISSION

FROM: AIRPORT MANAGER

DATE: August 13, 2020

RE: MONTHLY REPORT

- New fuel tanks for rehabilitation of the airport fuel farm are currently under construction. Estimated delivery and installation of the new tanks and components (electrical/plumbing/self-serve pump) remains mid-October 2020.
- Airport staff is coordinating final contract documents with CGC, Inc. for rehabilitation of Runway 4/22. Staff previously requested that the start-date of this project be pushed to September due to the Republican Convention which was anticipated to occur at the end of August. Although that event has been cancelled, the estimated project start date for rehabilitation of Runway 4/22 remains September with a project duration of 140 consecutive calendar day.
- T-Hangar design work has continued. The preliminary T-Hangar design by Passero Associates is scheduled for Pre-Technical Review Committee review and discussion during the August 13th TRC meeting. I will provide an update to the group during the upcoming AAC meeting.
- The airport received notification of termination of the ground lease from FB Hangar LLC (Clay Lee) in the month of July. Mr. Lee had previously designed two bulk hangars for construction and entered a ground lease. Mr. Lee's legal counsel stated that, after much financial deliberation and with the onset and impacts of COVID-19, the decision was made to not construct the hangars at the airport at this time.
- The airport budget is being reviewed by the City Commission as a part of ongoing budget discussions. I have revised the budget to reflect revenue impact from the lease termination mentioned above.
- Mr. Doug Geib was appointed by the City Commission to serve on the Airport Advisory Commission during the 4 August City Commission meeting. Mr. Geib's first meeting will be the August 13th AAC meeting.

- The airport's conference room is available for rental/use for groups of ten individuals or less. Airport staff can assist with setting up for Zoom meetings displayed on the conference room television, if desired by users of the conference room. The airport has had the room professionally cleaned following recent uses to ensure that the conference room remains clean/disinfected.