



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
FEBRUARY 20, 2018
6:00 PM
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 Noel Roberts of North 14th Street Baptist Church.

4. PROCLAMATION / PRESENTATIONS

4.1 **PROCLAMATION - "TAKE STOCK IN CHILDREN MONTH"** - *Recognizes the month of March 2018, as "Take Stock in Children Month." Take Stock in Children of Nassau County, Inc. provides unique educational opportunities to low-income students to escape the cycle of poverty. Chairperson Mr. Robert Henderson and Development Chairperson Dr. Dee Torre-Kaufman will be present to accept the Proclamation.*

4.2 **PRESENTATION - NASSAU COUNTY COUNCIL ON AGING, INC.** - *Mr. Michael Hays, Island Hopper Transportation Director, will provide an annual review of the Island Hopper program.*

4.3 **PRESENTATION - FERNANDINA BEACH MAIN STREET PROGRAM** - *Ms. Arlene Filkoff of Fernandina Beach Main Street will provide a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Restructuring, Organization, and Promotion).*

4.4 **BUDGET SUMMARY** - *Comptroller Patti Clifford will answer any questions regarding the budget summary for January 2018.*

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

6. CONSENT AGENDA

6.1 **APPROVAL OF MINUTES** - *Special Meeting - July 25, 2017; and Workshop Meeting - August 10, 2017.*

6.2 **PURCHASE APPROVAL - GAMETIME - *CORRECTED* RESOLUTION 2017-211** APPROVING THE COOPERATIVE PURCHASE AND INSTALLATION OF SHADE STRUCTURES AT EGANS CREEK PARK, MARTIN LUTHER KING PARK, AND MAIN BEACH PARK FROM GAMETIME; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase of six shade structures from GameTime in the total amount of \$111,119.82.*

- 6.3 **SOLE SOURCE VENDOR APPROVAL - US ECOLOGY - RESOLUTION 2018-21** APPROVING US ECOLOGY AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2017/2018; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves US Ecology as a sole source vendor for the handling of hazardous waste for the 2018 Hazardous Waste Cleanup & Recycle Event in an amount not to exceed \$40,000.*
- 6.4 **FACILITIES USE AGREEMENT - AMELIA ISLAND CONCOURS D'ELEGANCE FOUNDATION, INC. - RESOLUTION 2018-22** AUTHORIZING THE USE OF AIRPORT PROPERTY BY AMELIA ISLAND CONCOURS D'ELEGANCE FOUNDATION IN CONJUNCTION WITH THE ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENT IN MARCH, 2018; APPROVING THE FACILITIES USE AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Facilities Use Agreement with Amelia Island Concours d'Elegance Foundation for vehicle parking on multiple locations of the Fernandina Beach Municipal Airport in support of events held on March 9, 10 and 11, 2018.*

7. RESOLUTIONS

- 7.1 **BUDGET AMENDMENT / CAPITAL IMPROVEMENT PLAN AMENDMENT - GOLF COURSE- RESOLUTION 2018-23** APPROVING AN AMENDMENT TO THE GOLF BUDGET FOR FISCAL YEAR 2017/2018, AN AMENDMENT TO THE FIVE YEAR CAPITAL IMPROVEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the budget amendment increasing the Golf Improvements account and reducing the Golf Equipment account by \$50,000. Also approves amending the Five Year Capital Improvement plan by adding the Access Road and reducing the Equipment and Cart amounts for Fiscal Year 2017/2018.*
- 7.2 **MEMORANDUM OF LEASE - MCGILL AVIATION CORPORATION - RESOLUTION 2018-24** APPROVING THE MEMORANDUM OF LEASE BETWEEN THE CITY OF FERNANDINA BEACH AND MCGILL AVIATION CORPORATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Memorandum of Lease between the City of Fernandina Beach and McGill Aviation Corporation.*
- 7.3 **PROPOSAL ACCEPTANCE - APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) - RESOLUTION 2018-25** ACCEPTING THE PROPOSAL SUBMITTED BY APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) IN THE AMOUNT OF \$19,460; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the proposal submitted by Applied Technology & Management, Inc. in the amount of \$19,460, for Project Bidding, Evaluation, and Negotiations relating to preparing a design criteria package which will be utilized to solicit proposals for a design-build contract for Marina repairs.*

8. ORDINANCES - FIRST READING

- 8.1 **CODE AMENDMENT - OVERNIGHT PARKING - ORDINANCE 2018-03** AMENDING ORDINANCE 2011-15 AND AMENDING THE CITY CODE OF ORDINANCES CHAPTER 78, ARTICLE III, STOPPING, STANDING AND PARKING, DIVISION I GENERALLY, BY AMENDING SECTION 78-84 TO ALLOW OVERNIGHT PARKING OF RECREATIONAL VEHICLES, TRAILERS, AND TENTS WHEN APPROVED BY THE EVENTS COMMITTEE AND WITH A SPECIAL EVENTS PERMIT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Chapter 78 of the City Code pertaining to overnight parking.*

- 8.2 **FEE SCHEDULE AMENDMENT – CITY MANAGER'S OFFICE - ORDINANCE 2018-04** ESTABLISHING AND AMENDING FEES FOR THE CITY MANAGER'S OFFICE FOR FY 2017/2018; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Synopsis: Approves the amended City Manager's Office Fee Schedule for Fiscal Year 2017/2018.

9. BOARD APPOINTMENTS

- 9.1 **HISTORIC DISTRICT COUNCIL - 1 appointment.**
- 9.2 **BOARD OF ADJUSTMENT - 1 appointment.**
- 9.3 **PARKS AND RECREATION ADVISORY COMMITTEE - 3 appointments.**

10. CITY COMMISSION DISCUSSION (NO ACTION)

- 10.1 **UTILITY FEE WAIVERS FOR SPORTS LEAGUES -** *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 10.2 **RAILROAD MEETING -** *This item is placed on the agenda at the request of Commissioner Ross.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

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- 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.
 - 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 - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A 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: Proclamation
Take Stock in Children of Nassau County, Inc.

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation recognizing the month of March 2018, as "Take Stock in Children Month." Take Stock in Children of Nassau County, Inc. provides unique educational opportunities to low-income students to escape the cycle of poverty. Chairperson Mr. Robert Henderson and Development Chairperson Dr. Dee Torre-Kaufman will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 02/02/2018

Dale Martin, City Manager 02/07/2018

Date: January 26, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, Take Stock in Children of Nassau County, Inc. was established in 1997 as a non-profit organization which provides a unique educational opportunity for deserving, academically talented, low-income students (many from minority families) to escape the cycle of poverty through learning; and

WHEREAS, Take Stock in Children of Nassau County, Inc. offers area students college scholarships, dedicated mentors and hope for a better life. The program's comprehensive services begin in middle school, continue through high school and include the transition into college; and

WHEREAS, Take Stock in Children is celebrating its 21st year of service in Nassau County. Its mission, "Keep the Promise," has delivered mentoring and complimentary college scholarships to more than 550 Nassau County students. This innovative and transformative program is a life-changing opportunity for students who would likely not graduate High School and go to higher education; and

WHEREAS, Take Stock in Children participants are actively engaged in a rigorous education program which maintains high expectations and accountability among all participants. Each student must sign a contract committing to abide by the program's fundamental rules: stay in school, maintain good grades, attend weekly mentor meetings, remain drug and crime free, and exhibit good citizenship; and

WHEREAS, within eight area Nassau County schools, Take Stock in Children volunteers aggressively promote 100% high school graduation rates, offer invaluable scholastic guidance and expert college success preparation. Presently, the organization is mentoring 165 Nassau County students in pre-college and 140 Nassau County program participants are in college with tuition paid by Take Stock in Children of Nassau County, Inc. and matched by the Florida Prepaid Foundation Project Stars Foundation ; and

WHEREAS, for the past twenty-one years, Take Stock in Children has worked diligently to increase its funding in support of low-income children, until all who are academically and financially eligible can participate. The college scholarship monies collected by Take Stock in Children are matched by the great State of Florida making the value of local scholarship donations total 200%.

NOW, THEREFORE, BE IT PROCLAIMED, by the City of Fernandina Beach, Florida, that the month of March 2018, be celebrated as:

"TAKE STOCK IN CHILDREN MONTH"

and hereby encourage all citizens to attend celebrations throughout March, 2018, with the annual "Light Up a Life Gala", "Silent Auction" and live music at The Ritz-Carlton – Amelia Island on March 22, 2018.

IN WITNESS WHEREOF, I, John A. Miller, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 20th day of February, 2018.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Nassau County Council on Aging, Inc.

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Mr. Michael Hays, Island Hopper Transportation Director, will provide an annual review of the Island Hopper program.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 02/12/2018

Date: December 08, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Fernandina Beach Main Street Program - Quarterly Update

ITEM TYPE:

REQUESTED ACTION: N/A

SYNOPSIS: Ms. Arlene Filkoff of Fernandina Beach Main Street will provide a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Restructuring, Organization, and Promotion).

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 02/07/2018

Date: December 20, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
 Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Comptroller Patti Clifford will answer any questions regarding the budget summary for January 2018.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 02/13/2018

Dale Martin, City Manager 02/13/2018

Date: January 31, 2018

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION:

Monthly Budget Report

January 2018

Overall: Four months, 33% into fiscal year 2017/2018. Electric Franchise Fee revenue and various grant revenues have been accrued for the month of January. TDC Revenue for Beach Cleanup was reclassified to the correct Revenue account in January Sanitation Services expense includes an accrual for one month. We will prepare budget amendments through the year to ensure budgeted amounts are not exceeded on a line by line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

Hurricane Irma: We are currently accounting for Hurricane Irma related costs in the respective Funds/Departments. To date, Debris related invoices total more than \$1.4 million.

General Fund: (001)

Total General Fund Revenues are at 65.4% of the annual budget. This is due to the timing of property tax receipts, over \$10.6 million received to date compared to the \$12 budgeted and the accrual of almost \$1 million in Federal and State FEMA revenue related to Hurricane Irma. \$140,000 has been accrued for January Franchise Fees. Specific lines we are tracking are detailed below.

	17/18 Budget	Jan 18 YTD \$	Jan 18 YTD %	Jan 17 YTD \$	Jan 17 YTD %
Local Option Gas Tax	243,101	88,496	36.4%	88,857	38.5%
Small County Surtax (one cent sales tax)	1,770,051	451,010	25.5%	426,894	26.1%
Half Cent Sales Tax	854,775	260,076	30.4%	243,626	30.5%
Franchise Fees	1,400,000	514,294	36.7%	521,324	35.9%
Total FY 17/18 Bud	4,267,927				
Total FY 16/17 Actual	4,026,580				
Total FY 16/17 Bud	4,073,372				

Two departmental budgets are over the 33% mark. The Clerk's office is over due to the budgeted annual payment to SWAGIT in December. The Streets department is over due to Hurricane Irma related items. Expenses exceed revenue for the year to date by \$19.6 million.

Special Revenue Funds: (100-190)

Revenues plus Cash Balance Forward exceed Expenditures for all Special Revenue Funds.

Debt Service Funds: (220 –230)

Semiannual interest was been paid in the GO Bond Debt Service Fund – Fund 220 in October.

Capital Improvement Funds: (300-330)

Expenses exceed Revenue in the Capital Improvement Fund due to debt service payments, the purchase of new Police vehicles, Fire rescue unit, and the grapple truck. Revenues exceed Expenditures for the Capital Expansion and Wastewater Capital Improvement Funds.

Golf Course: (410)

Revenues exceeded Expenses year to date due to annual memberships and transfers from the General Fund, recording Gain on the sale of the old golf carts and recognizing the \$200,000 interfund loan proceeds. Memberships were \$13,668 lower this January year to date compared to January 2017. January margins on both Pro Shop Sales and F&B Sales are at or above the budgeted ratios.

Airport: (420)

Revenue exceeded Expenses for the month and year to date due to recording the \$1,000,000 loan proceeds in January.

Sanitation: (440)

Revenue exceeded Expenditures for the month and year to date.

Wastewater: (450)

Revenues exceeded Expenditures for the month and year to date. Revenues from Sewer Fees were \$12,066, or .6% higher than last January year to date.

Water: (460)

Revenues exceeded Expenditures for the month and year to date. Revenues from Water Fees were \$19,444, or 1.4% lower than last January year to date.

Stormwater: (470)

Revenues exceeded Expenditures for the month and year to date. The rate increase went into effect in October and fees were tripled. Water Drainage Fees were \$188,011 higher than January 2017 year to date

Marina: (480)

Limited Marina operations continue into the beginning of the new fiscal year. Revenue exceeded Expenditures year to date due to. Some FIND grant and FFWC revenue has been accrued.

Fleet: (510)

Expenses exceeded Revenue January date and year to date. This Fund is meant to be self-supporting.

Utility Billing and Utility Administration: (520 – 530)

As was anticipated in the budget, Revenues plus Cash Balance Forward exceed Expenditures in Utility Billing and Utility Admin.

City of Fernandina Beach
Accounts Receivable Analysis

2/12/2018

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,360	Active Customers			\$ 980,500.00
299		30	43,193.14	
54		60	2,494.88	
4		90	92.29 *	
-		120	- *	
-		150	- *	
346		Total	\$ 45,780.31	* Payment plan in place

Utility Billings - Closed accounts (not yet turned over to Collection Agency)

113	Closed accts.	65 accts. w/delinquent balances	\$ 13,115.23
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Utility Billings in Collections

<u>Year based on final billing date</u>	<u># of Accounts Transferred</u>	<u>Amt of \$ Transferred</u>	<u>Amt of \$ Recovered by CCI</u>	<u>Amt of \$ Recovered by UB</u>	<u>Total \$ Recovered</u>	<u>% recovered</u>
2014 Charged Off	Effective 9/30/17	-	-	-		0.00%
2015 (thru Dec)	126	23,388.52	784.88	4,173.20		21.20%
2016 (thru Dec)	161	27,511.96	1,420.02	3,954.09		19.53%
2017 (thru Sept)	110	17,338.30	655.83	1,036.35		
		\$ 68,238.78	\$ 2,860.73	\$ 9,163.64	\$ 12,024.37	17.62%
Recovered to date		\$ (12,024.37)				
Balance currently at CCI		\$ 56,214.41				

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
87	ALL Customers			\$42,512.60
14		30	9,981.41	
2		60	5,770.22	
1		90	1,403.04	
1		120	1,402.70	
1		150+	2,684.34	
14		Sub Total	\$ 21,241.71	

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
43	ALL Customers			\$18,069
7		30	1,960.88	
2		60	1,998.52	
2		90	1,249.59	
0		120	-	
0		150+	-	
			5,208.99	
Benny Hendrix	992.80 Making Payments			30+60
Carol Beth Williams	1,570.32 Sent certified letters			30+60+90
William Supplee	293.36 Will pay			30
Jed Duckro	288.90 Called making payment			30
Brandon Hooper	1,261.59 Have title will sell			90
David Johnson	175.80 making payments			30
Tony Peoples	215.60 making payments			30
William Supplee	410.62 Will pay			30
Total	5,208.99			

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
9	ALL Customers			12,521.54
3		30	544.84	
0		60	-	
0		90	-	
0		120+	-	
3		Sub Total	\$ 544.84	

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
GENERAL FUND REVENUE

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-12,045,190.00	-12,045,190.00	-10,671,714.96	-554,566.30	0.00	-1,373,475.04	88.6%
001 31240		LOCAL OPTION GAS TAX					
	-243,101.00	-243,101.00	-88,496.29	-21,680.39	0.00	-154,604.71	36.4%
001 31251		STATE/FIRE INSURANCE TAX					
	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%
001 31252		STATE/POLICE INSURANCE TAX					
	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%
001 31260		SMALL COUNTY SURTAX					
	-1,770,051.00	-1,770,051.00	-451,010.35	-70,370.72	0.00	-1,319,040.65	25.5%
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-97,336.84	-2,306.70	0.00	-62,663.16	60.8%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-2,500.00	-2,500.00	-1,375.45	-233.67	0.00	-1,124.55	55.0%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	0.00	0.00	-20.75	-5.25	0.00	20.75	100.0%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-500.00	-500.00	-1,560.00	0.00	0.00	1,060.00	312.0%
001 32200		BUILDING PERMITS					
	-600,000.00	-600,000.00	-448,004.34	-83,440.00	0.00	-151,995.66	74.7%
001 32201		BUILDING PERMIT-ADDRESS					
	0.00	0.00	-97.50	-97.50	0.00	97.50	100.0%
001 32202		BLDING PERMIT-CONSTRUCTION PL					
	-300,000.00	-300,000.00	-206,370.47	-35,428.39	0.00	-93,629.53	68.8%
001 32203		BUILDING PERMIT-DEMOLITION					
	-6,500.00	-6,500.00	-2,156.00	-575.00	0.00	-4,344.00	33.2%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-2,065.00	-490.00	0.00	-3,935.00	34.4%
001 32205		BLDING PERMIT-LAND CLEAR/EXCA					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 32206		BUILDING PERMIT-AFTER THE FACT					
	-4,500.00	-4,500.00	-12,272.00	0.00	0.00	7,772.00	272.7%
001 32207		BLDING PERMIT-REINSPECTION FEE					
	-4,000.00	-4,000.00	-1,925.00	-315.00	0.00	-2,075.00	48.1%
001 32208		BLDING PERMIT-2ND REINSPECTION					
	-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
001 32209		BLDING PERMIT-3RD REINSPECTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-15,000.00	-15,000.00	-9,035.00	-717.50	0.00	-5,965.00	60.2%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
GENERAL FUND REVENUE

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32211		BUILDING PERMIT-FENCING					
	-5,000.00	-5,000.00	-1,215.00	-400.00	0.00	-3,785.00	24.3%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-16,000.00	-16,000.00	-6,596.00	-1,156.00	0.00	-9,404.00	41.2%
001 32219		TREE TRUST FUND RESERVE					
	-15,000.00	-15,000.00	-9,035.00	-717.50	0.00	-5,965.00	60.2%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,400,000.00	-1,400,000.00	-514,294.47	-100,193.40	0.00	-885,705.53	36.7%
001 32340		FRANCHISE FEES GAS					
	-16,000.00	-16,000.00	-5,107.74	-1,864.06	0.00	-10,892.26	31.9%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-3,500.00	-3,500.00	-16,320.51	-14,403.94	0.00	12,820.51	466.3%
001 32901		ZONING PLAN REVIEW					
	-18,000.00	-18,000.00	-7,090.00	-1,600.00	0.00	-10,910.00	39.4%
001 32903		SIGN PERMITS					
	-4,500.00	-4,500.00	-1,450.00	-324.00	0.00	-3,050.00	32.2%
001 32904		PRIVATE DIRECTION SIGNS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 32905		ELECTRICAL PERMITS-GENERAL					
	-55,000.00	-55,000.00	-23,184.00	-6,540.00	0.00	-31,816.00	42.2%
001 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-7,500.00	-7,500.00	-2,775.00	-1,350.00	0.00	-4,725.00	37.0%
001 32907		ENGINEERING FEES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 32908		GAS PERMITS-GENERAL					
	-14,000.00	-14,000.00	-5,570.00	-1,200.00	0.00	-8,430.00	39.8%
001 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-1,800.00	-450.00	0.00	-4,200.00	30.0%
001 32910		GAS PERMITS-TANK FEES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 32911		MECHANICAL					
	-65,000.00	-65,000.00	-42,219.00	-10,159.00	0.00	-22,781.00	65.0%
001 32912		PLUMBING PERMITS					
	-34,000.00	-34,000.00	-13,850.00	-3,270.00	0.00	-20,150.00	40.7%
001 32913		PLUMBING-FIXTURE FEES					
	-20,000.00	-20,000.00	-13,479.00	-4,538.00	0.00	-6,521.00	67.4%
001 32914		PERMIT/REVIEW FEES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 32915		ANNEXATION APP FEE					
	-2,700.00	-2,700.00	-900.00	0.00	0.00	-1,800.00	33.3%
001 32916		BOA APP FEES-COMMERCIAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 32917		BOA APP FEES-RESIDENTIAL					
	-13,000.00	-13,000.00	-2,645.00	-1,995.00	0.00	-10,355.00	20.3%

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 City of Fernandina Beach
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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-1,646.03	802.80	0.00	-353.97	82.3%
001 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-195.00	-100.00	0.00	-805.00	19.5%
001 32981		SPECIAL EVENT PERMITS					
	-2,500.00	-2,500.00	-1,826.00	-332.00	0.00	-674.00	73.0%
001 32982		SPECIAL BANNER PERMITS					
	-1,000.00	-1,000.00	-845.00	-360.00	0.00	-155.00	84.5%
001 32992		FIRE MARSHALL'S FEES					
	-24,000.00	-24,000.00	-120,935.35	-13,940.45	0.00	96,935.35	503.9%
001 32995		ADDRESS ASSIGNMENT					
	-1,000.00	-1,000.00	-520.00	-110.00	0.00	-480.00	52.0%
001 33120		FEMA GRANT					
	0.00	-889,619.00	-782,393.00	0.00	0.00	-107,226.00	87.9%
001 33160		URBAN FORESTRY GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 33170		DOS PRESERVATION					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 33350		HALF-CENT SALES TAX					
	-854,775.00	-854,775.00	-260,075.51	-68,825.43	0.00	-594,699.49	30.4%
001 33400		STATE GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 33420		FEMA STATE					
	0.00	-59,825.00	-50,860.00	0.00	0.00	-8,965.00	85.0%
001 33512		STATE REVENUE SHARING PROCEED					
	-228,016.00	-228,016.00	-71,188.24	-17,797.06	0.00	-156,827.76	31.2%
001 33514		MOBILE HOME TAX					
	-600.00	-600.00	-340.73	-96.25	0.00	-259.27	56.8%
001 33515		ALCOHOLIC BEV LICENSE					
	-22,000.00	-22,000.00	-13,583.36	0.00	0.00	-8,416.64	61.7%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,500.00	-10,500.00	-2,430.00	0.00	0.00	-8,070.00	23.1%
001 33720		SCHOOL RESOURCE OFFICER					
	-127,850.00	-127,850.00	-29,659.27	0.00	0.00	-98,190.73	23.2%
001 33721		DEA REIMBURSEMENT					
	-4,000.00	-4,000.00	-4,836.42	0.00	0.00	836.42	120.9%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-118,650.00	-118,650.00	-10,000.00	-10,000.00	0.00	-108,650.00	8.4%
001 33910		OCEAN,HIGHWAY AND PRT AUTHORIT					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34260		AMBULANCE SERVICES					
	-423,771.00	-423,771.00	-159,578.49	-50,803.92	0.00	-264,192.51	37.7%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-12,000.00	-12,000.00	0.00	0.00	0.00	-12,000.00	.0%

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-157,000.00	-157,000.00	-48,753.22	-9,494.99	0.00	-108,246.78	31.1%
001 34701		TRUST ACTIVITIES TAXABLE					
	-20,000.00	-20,000.00	-8,683.60	-3,079.15	0.00	-11,316.40	43.4%
001 34702		PARKS TRUST NON-TAXABLE					
	-7,000.00	-7,000.00	14,665.00	22,401.00	0.00	-21,665.00	-209.5%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 34704		RENTALS NON-TAXABLE					
	-15,000.00	-15,000.00	-3,265.00	-1,180.00	0.00	-11,735.00	21.8%
001 34705		SOFTBALL COMPLEX					
	-1,000.00	-1,000.00	-137.01	-117.01	0.00	-862.99	13.7%
001 34706		PARKS LAWN CHARGES					
	-9,000.00	-9,000.00	-3,111.50	0.00	0.00	-5,888.50	34.6%
001 34720		RENTALS					
	-12,000.00	-12,000.00	-2,047.00	-27.00	0.00	-9,953.00	17.1%
001 34721		PECK RENTS					
	-10,000.00	-10,000.00	-4,048.74	-728.97	0.00	-5,951.26	40.5%
001 34722		PECK RENTS NON-TAXABLE					
	-30,000.00	-30,000.00	-31,530.31	-2,355.76	0.00	1,530.31	105.1%
001 34723		PECK TRUST TAXABLE					
	-6,000.00	-6,000.00	-2,229.28	-785.15	0.00	-3,770.72	37.2%
001 34724		PECK TRUST NON-TAXABLE					
	-40,000.00	-40,000.00	-11,225.00	-2,093.00	0.00	-28,775.00	28.1%
001 34725		MLK RENTS					
	-3,000.00	-3,000.00	-1,513.00	0.00	0.00	-1,487.00	50.4%
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	-868.00	-185.00	0.00	868.00	100.0%
001 34727		MLK TRUST TAXABLE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 34728		MLK TRUST NON-TAXABLE					
	-12,000.00	-12,000.00	-2,410.00	-625.00	0.00	-9,590.00	20.1%
001 34730		YOUTH TRUST ACTIVITIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 34731		YOUTH CAMPS					
	-240,000.00	-240,000.00	-73,968.90	-21,307.50	0.00	-166,031.10	30.8%
001 34740		AQUATICS TRUST TAXABLE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 34741		AQUATICS TRUST NON-TAXABLE					
	-115,000.00	-115,000.00	-22,217.56	-6,350.00	0.00	-92,782.44	19.3%
001 34742		SWIMMING POOLS					
	-54,000.00	-54,000.00	-8,626.16	-1,615.30	0.00	-45,373.84	16.0%
001 34743		SWIMMING POOLS NON-TAXABLE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34745	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 34746	0.00	0.00	-137.00	-31.00	0.00	137.00	100.0%
001 34799	0.00	0.00	-2,172.01	-440.22	0.00	2,172.01	100.0%
001 35100	-8,000.00	-8,000.00	-3,038.81	-733.44	0.00	-4,961.19	38.0%
001 35105	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 35115	-8,500.00	-8,500.00	-4,995.00	-1,200.00	0.00	-3,505.00	58.8%
001 35120	-1,300.00	-1,300.00	-377.16	-119.47	0.00	-922.84	29.0%
001 35420	0.00	0.00	-25.00	0.00	0.00	25.00	100.0%
001 35911	-1,600.00	-1,600.00	-508.15	-136.80	0.00	-1,091.85	31.8%
001 36110	-25,000.00	-25,000.00	-15,609.72	-4,365.01	0.00	-9,390.28	62.4%
001 36120	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 36210	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
001 36215	-20,300.00	-20,300.00	-6,459.50	-2,208.75	0.00	-13,840.50	31.8%
001 36221	-125,000.00	-125,000.00	-22,010.02	0.00	0.00	-102,989.98	17.6%
001 36420	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 36990	-12,000.00	-12,000.00	-7,351.06	-1,381.65	0.00	-4,648.94	61.3%
001 36992	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 36993	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 36995	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 36996	-100.00	-100.00	-47.00	-12.00	0.00	-53.00	47.0%
001 36997	-36,348.00	-36,348.00	-23,961.00	-23,961.00	0.00	-12,387.00	65.9%
001 36999	0.00	0.00	-35.00	0.00	0.00	35.00	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38212		FROM CDBG HOUSING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 38215		FROM UTILITY TAX					
	-1,704,000.00	-1,704,000.00	-568,000.00	-142,000.00	0.00	-1,136,000.00	33.3%
001 38242		FROM AIRPORT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 38244		FROM SANITATION					
	-36,000.00	-36,000.00	-12,000.00	-3,000.00	0.00	-24,000.00	33.3%
001 38245		FROM WASTEWATER OPERATIONS					
	-360,000.00	-360,000.00	-120,000.00	-30,000.00	0.00	-240,000.00	33.3%
001 38246		FROM WATER OPERATIONS					
	-180,000.00	-180,000.00	-60,000.00	-15,000.00	0.00	-120,000.00	33.3%
001 38251		FROM FLEET					
	-15,000.00	-15,000.00	0.00	0.00	0.00	-15,000.00	.0%
001 38400		OTHER FINANCING SOURCE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 38410		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 38910		CASH BALANCE FORWARD					
	-5,260,874.00	-5,260,874.00	0.00	0.00	0.00	-5,260,874.00	.0%
001 38911		CASH BAL FORWARD REST'D					
	-1,322,750.00	-1,322,750.00	0.00	0.00	0.00	-1,322,750.00	.0%
TOTAL GENERAL FUND							
	-28,930,926.00	-29,880,370.00	-15,254,421.96	-1,336,761.80	0.00	-14,625,948.04	51.1%
TOTAL REVENUES							
	-28,930,926.00	-29,880,370.00	-15,254,421.96	-1,336,761.80	0.00	-14,625,948.04	
0012100 POLICE							
0012100 34211		USDOT GRANT					
	-49,700.00	-49,700.00	0.00	0.00	0.00	-49,700.00	.0%
TOTAL POLICE							
	-49,700.00	-49,700.00	0.00	0.00	0.00	-49,700.00	.0%
TOTAL REVENUES							
	-49,700.00	-49,700.00	0.00	0.00	0.00	-49,700.00	
0012200 FIRE							
0012200 36993		DONATIONS/CONTRIBUTIONS					
	0.00	0.00	-6,038.53	-2,504.67	0.00	6,038.53	100.0%

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0012200 FIRE

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	0.00	0.00	-6,038.53	-2,504.67	0.00	6,038.53	100.0%
TOTAL REVENUES	0.00	0.00	-6,038.53	-2,504.67	0.00	6,038.53	

0012400 BUILDING / PERMITTING

0012400 36992	GAIN ON SALE OF ASSET	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL BUILDING / PERMITTING	0.00	0.00	0.00	0.00	0.00	0.00	.0%

0017200 RECREATION

0017200 36993	DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	.0%

GRAND TOTAL	-28,980,626.00	-29,930,070.00	-15,260,460.49	-1,339,266.47	0.00	-14,669,609.51	51.0%
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** END OF REPORT - Generated by Patti Clifford **

65.4%

- 6,583,624

< 23,346,446 >

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
GENERAL FUND EXPENSES SUMMARY
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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION 328,214.00	333,214.00	95,764.30	25,508.09	0.00	237,449.70	28.7%
0011200 CITY CLERK 466,036.00	466,036.00	174,411.42	42,167.58	0.00	291,624.58	37.4% *
0011210 CITY MANAGER 498,307.00	498,307.00	151,097.03	37,292.06	0.00	347,209.97	30.3%
0011300 FINANCE 845,808.00	844,308.00	231,712.18	48,416.32	2,500.00	610,095.82	27.7%
0011310 INFORMATION TECHNOLOGY 656,026.00	656,026.00	192,703.80	41,000.36	3,500.00	459,822.20	29.9%
0011350 HUMAN RESOURCES 365,171.00	366,671.00	119,959.18	25,113.02	0.00	246,711.82	32.7%
0011400 CITY ATTORNEY 327,545.00	327,545.00	96,722.71	23,142.50	0.00	230,822.29	29.5%
0011500 PLANNING 534,710.00	534,710.00	159,653.64	34,652.25	0.00	375,056.36	29.9%
0011910 NON DEPARTMENTAL 277,769.00	277,769.00	83,483.91	19,242.75	0.00	194,285.09	30.1%
0011930 FACILITIES MAINTENANCE 601,507.00	601,507.00	172,230.54	42,495.34	32,648.00	396,628.46	34.1%
0012100 POLICE 5,526,768.00	5,526,768.00	1,625,694.80	443,117.23	119,490.66	3,781,582.54	31.6%
0012200 FIRE 4,621,740.00	4,621,740.00	1,209,001.79	301,154.30	104,031.63	3,308,706.58	28.4%
0012201 FIRE OCEAN RESCUE 233,200.00	233,200.00	4,394.78	677.06	0.00	228,805.22	1.9%
0012400 BUILDING / PERMITTING 1,479,328.00	1,479,328.00	260,228.02	60,548.64	24,598.80	1,194,501.18	19.3%
0012420 CODE ENFORCEMENT 167,039.00	167,039.00	46,857.80	12,258.10	0.00	120,181.20	28.1%
0014100 STREETS 2,048,212.00	3,057,481.00	1,488,765.20	237,869.76	52,930.00	1,515,785.80	50.4% * IRMA
0015200 DOWNTOWN 85,373.00	85,373.00	13,581.10	4,192.53	0.00	71,791.90	15.9%
0015640 PUBLIC ASSISTANCE 56,500.00	56,500.00	4,901.95	1,651.95	0.00	51,598.05	8.7%
0017100 LIBRARY 14,341.00	14,341.00	1,999.43	780.86	0.00	12,341.57	13.9%
0017200 RECREATION 1,040,999.00	1,040,999.00	307,367.50	93,961.02	4,512.30	729,119.20	30.0%
0017210 PARKS 220,293.00	220,293.00	41,229.38	10,431.40	4,633.00	174,430.62	20.8%
0017220 PECK 267,064.00	267,064.00	70,649.46	19,759.56	0.00	196,414.54	26.5%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 GENERAL FUND EXPENSES SUMMARY

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0017225 MLK CENTER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017225 MLK CENTER	188,136.00	188,136.00	44,107.25	9,922.02	0.00	144,028.75	23.4%
0017230 YOUTH	259,736.00	259,736.00	62,525.11	16,071.60	0.00	197,210.89	24.1%
0017240 AQUATICS	350,360.00	350,360.00	89,969.56	27,785.62	5,299.00	255,091.44	27.2%
0018100 INTERFUND TRANSFERS OUT	2,104,281.00	2,104,281.00	701,427.00	175,356.75	0.00	1,402,854.00	33.3%
0018200 CONTINGENCIES	120,000.00	55,175.00	0.00	0.00	0.00	55,175.00	.0%
0018300 RESERVES	4,396,993.00	4,396,993.00	0.00	0.00	0.00	4,396,993.00	.0%
0018301 REST'D RESERVES	899,170.00	899,170.00	0.00	0.00	0.00	899,170.00	.0%
GRAND TOTAL	28,980,626.00	29,930,070.00	7,450,438.84	1,754,568.67	354,143.39	22,125,487.77	26.1%

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TOTAL REVENUE < 15,260,400 >
 Net < REV > EXPS < 7,810,021 >

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City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 LAW ENFORCEMENT TRUST FUND

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	-376.00	-376.00	0.00	0.00	0.00	-376.00	.0%
100 35120		SEIZED CONTRABAND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
100 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
100 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
100 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
100 38910		CASH BALANCE FORWARD					
	-2,038.00	-2,038.00	0.00	0.00	0.00	-2,038.00	.0%
100 54000		TRAINING/TRAVEL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
100 55200		OPERATING SUPPLIES					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
100 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
100 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
100 56401		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
100 59990		RESERVE					
	414.00	414.00	0.00	0.00	0.00	414.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	0.00	0.00	0.00	0.00	.0%
	TOTAL REVENUES						
	-2,414.00	-2,414.00	0.00	0.00	0.00	-2,414.00	
	TOTAL EXPENSES						
	2,414.00	2,414.00	0.00	0.00	0.00	2,414.00	
	GRAND TOTAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
FEDERAL FORFEITURE

P 1
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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 33400	STATE GRANT						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 35110	FINES/FORFEITURES						
	0.00	0.00	-9,934.40	-9,934.40	0.00	9,934.40	100.0%
110 35120	SEIZED CONTRABAND						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 35121	SEIZED CONTRABAND						
	-25,000.00	-25,000.00	0.00	0.00	0.00	-25,000.00	.0%
110 36110	INTEREST						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 36990	OTHER REVENUE						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 36992	GAIN ON SALE OF ASSET						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 38910	CASH BALANCE FORWARD						
	-34,200.00	-34,200.00	0.00	0.00	0.00	-34,200.00	.0%
110 54000	TRAINING/TRAVEL						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 54900	MISC EXPENSE						
	10,000.00	8,500.00	0.00	0.00	0.00	8,500.00	.0%
110 55200	OPERATING SUPPLIES						
	15,000.00	11,000.00	2,833.00	2,833.00	0.00	8,167.00	25.8%
110 55210	UNIFORMS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
110 56400	MACH/EQUIP						
	30,000.00	31,500.00	0.00	0.00	31,255.00	245.00	99.2%
110 56401	EQUIP-NON CAPITAL						
	0.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
110 59990	RESERVE						
	4,200.00	4,200.00	0.00	0.00	0.00	4,200.00	.0%
TOTAL FEDERAL FORFEITURE							
	0.00	0.00	-7,101.40	-7,101.40	31,255.00	-24,153.60	100.0%
TOTAL REVENUES							
	-59,200.00	-59,200.00	-9,934.40	-9,934.40	0.00	-49,265.60	
TOTAL EXPENSES							
	59,200.00	59,200.00	2,833.00	2,833.00	31,255.00	25,112.00	
GRAND TOTAL							
	0.00	0.00	-7,101.40	-7,101.40	31,255.00	-24,153.60	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
CDBG ECONOMIC DEVELOPMENT

P 1
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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 33110		CDBG FEDERAL GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
130 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
130 38101		FROM GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
130 38910		CASH BALANCE FORWARD					
	-109,680.00	-109,680.00	0.00	0.00	0.00	-109,680.00	.0%
130 53100		PROFESSIONAL SERVICES					
	0.00	14,285.00	0.00	0.00	8,500.00	5,785.00	59.5%
130 56300		IMPROVEMENTS					
	109,680.00	95,395.00	0.00	0.00	0.00	95,395.00	.0%
130 59990		RESERVE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CDBG ECON DEV							
	0.00	0.00	0.00	0.00	8,500.00	-8,500.00	100.0%
	TOTAL REVENUES						
	-109,680.00	-109,680.00	0.00	0.00	0.00	-109,680.00	
	TOTAL EXPENSES						
	109,680.00	109,680.00	0.00	0.00	8,500.00	101,180.00	
	GRAND TOTAL						
	0.00	0.00	0.00	0.00	8,500.00	-8,500.00	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
CDBG ECONOMIC DEVELOPMENT

P 1
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FOR 2018 04

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV						
130 33110	CDBG FEDERAL GRANT					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
130 36110	INTEREST					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
130 38101	FROM GENERAL FUND					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
130 38910	CASH BALANCE FORWARD					
-109,680.00	-109,680.00	0.00	0.00	0.00	-109,680.00	.0%
130 53100	PROFESSIONAL SERVICES					
0.00	14,285.00	0.00	0.00	8,500.00	5,785.00	59.5%
130 56300	IMPROVEMENTS					
109,680.00	95,395.00	0.00	0.00	0.00	95,395.00	.0%
130 59990	RESERVE					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CDBG ECON DEV						
0.00	0.00	0.00	0.00	8,500.00	-8,500.00	100.0%
TOTAL REVENUES						
-109,680.00	-109,680.00	0.00	0.00	0.00	-109,680.00	
TOTAL EXPENSES						
109,680.00	109,680.00	0.00	0.00	8,500.00	101,180.00	
GRAND TOTAL						
0.00	0.00	0.00	0.00	8,500.00	-8,500.00	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
WASTEWATER IMPACT

P 1
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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-5,000.00	-5,000.00	0.00	0.00	0.00	-5,000.00	.0%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-232,100.00	-232,100.00	-171,292.61	-54,427.45	0.00	-60,807.39	73.8%
145 36311		IMPACT FEES- UNINCORPORATED					
	-174,075.00	-174,075.00	-145.08	-48.36	0.00	-173,929.92	.1%
145 36990		OTHER REVENUE					
	0.00	0.00	-1,854.54	-1,854.54	0.00	1,854.54	100.0%
145 38910		CASH BALANCE FORWARD					
	-320,600.00	-320,600.00	0.00	0.00	0.00	-320,600.00	.0%
145 59230		TRANSFER TO UTIL ACQ DS					
	406,175.00	406,175.00	135,391.68	33,847.92	0.00	270,783.32	33.3%
145 59990		RESERVE					
	325,600.00	325,600.00	0.00	0.00	0.00	325,600.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	-37,900.55	-22,482.43	0.00	37,900.55	100.0%
TOTAL REVENUES	-731,775.00	-731,775.00	-173,292.23	-56,330.35	0.00	-558,482.77	
TOTAL EXPENSES	731,775.00	731,775.00	135,391.68	33,847.92	0.00	596,383.32	
GRAND TOTAL	0.00	0.00	-37,900.55	-22,482.43	0.00	37,900.55	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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WATER IMPACT

FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
146 36310		IMPACT FEES- INCORPORATED AREA					
	-95,900.00	-95,900.00	-73,815.44	-20,560.96	0.00	-22,084.56	77.0%
146 36311		IMPACT FEES- UNINCORPORATED					
	-71,925.00	-71,925.00	0.00	0.00	0.00	-71,925.00	.0%
146 38910		CASH BALANCE FORWARD					
	-102,330.00	-102,330.00	0.00	0.00	0.00	-102,330.00	.0%
146 59230		TRANSFER TO UTIL ACQ DS					
	167,825.00	167,825.00	55,941.68	13,985.42	0.00	111,883.32	33.3%
146 59990		RESERVE					
	102,330.00	102,330.00	0.00	0.00	0.00	102,330.00	.0%
TOTAL WATER IMPACT	0.00	0.00	-17,873.76	-6,575.54	0.00	17,873.76	100.0%
	TOTAL REVENUES						
	-270,155.00	-270,155.00	-73,815.44	-20,560.96	0.00	-196,339.56	
	TOTAL EXPENSES						
	270,155.00	270,155.00	55,941.68	13,985.42	0.00	214,213.32	
	GRAND TOTAL						
	0.00	0.00	-17,873.76	-6,575.54	0.00	17,873.76	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

UTILITY TAX

P 1
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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>150 UTILITY TAX</u>							
<u>150 31410</u>		ELECTRIC MUNICIPAL TAX					
	-700,000.00	-700,000.00	-178,976.31	-53,879.52	0.00	-521,023.69	25.6%
<u>150 31420</u>		TELEPHONE MUNICIPAL TAX					
	-641,979.00	-641,979.00	-218,824.39	-53,983.54	0.00	-423,154.61	34.1%
<u>150 31430</u>		WATER MUNICIPAL TAX					
	-300,000.00	-300,000.00	-100,452.21	-23,953.97	0.00	-199,547.79	33.5%
<u>150 31440</u>		GAS MUNICIPAL TAX					
	-90,000.00	-90,000.00	-29,526.58	-11,838.12	0.00	-60,473.42	32.8%
<u>150 36110</u>		INTEREST					
	0.00	0.00	-1.12	-0.32	0.00	1.12	100.0%
<u>150 38910</u>		CASH BALANCE FORWARD					
	-63,021.00	-63,021.00	0.00	0.00	0.00	-63,021.00	.0%
<u>150 59100</u>		TRANSFER TO GENERAL FUND					
	1,704,000.00	1,704,000.00	568,000.00	142,000.00	0.00	1,136,000.00	33.3%
<u>150 59990</u>		RESERVE					
	91,000.00	91,000.00	0.00	0.00	0.00	91,000.00	.0%
TOTAL UTILITY TAX	0.00	0.00	40,219.39	-1,655.47	0.00	-40,219.39	100.0%
TOTAL REVENUES	-1,795,000.00	-1,795,000.00	-527,780.61	-143,655.47	0.00	-1,267,219.39	
TOTAL EXPENSES	1,795,000.00	1,795,000.00	568,000.00	142,000.00	0.00	1,227,000.00	
GRAND TOTAL	0.00	0.00	40,219.39	-1,655.47	0.00	-40,219.39	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
LOCAL LAW ENFORCEMENT BLOCK GRANT

P 1
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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
160 LOCAL LAW ENFORC BLOCK							
160 36110	INTEREST						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
160 38910	CASH BALANCE FORWARD						
	-571.00	-571.00	0.00	0.00	0.00	-571.00	.0%
160 55200	OPERATING SUPPLIES						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
160 56400	EQUIPMENT						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
160 56401	EQUIP-NON CAPITAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
160 59990	RESERVE						
	571.00	571.00	0.00	0.00	0.00	571.00	.0%
TOTAL LOCAL LAW ENFORC BLOCK							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL REVENUES							
	-571.00	-571.00	0.00	0.00	0.00	-571.00	
TOTAL EXPENSES							
	571.00	571.00	0.00	0.00	0.00	571.00	
GRAND TOTAL							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

CEMETERY

 P 1
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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
<u>170 32970</u>		BURIAL PERMITS					
	-3,500.00	-3,500.00	-1,240.00	-320.00	0.00	-2,260.00	35.4%
<u>170 34560</u>		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-960.00	-240.00	0.00	-1,240.00	43.6%
<u>170 34570</u>		PERPETUAL CARE					
	-38,430.00	-38,430.00	-15,363.61	-4,480.00	0.00	-23,066.39	40.0%
<u>170 34580</u>		SALE OF LOTS					
	-71,370.00	-71,370.00	-25,384.39	-8,320.00	0.00	-45,985.61	35.6%
<u>170 34585</u>		GRAVE OPENINGS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 36110</u>		INTEREST					
	-13,000.00	-13,000.00	-6,285.74	-5,080.05	0.00	-6,714.26	48.4%
<u>170 36120</u>		UNREALIZED GAIN					
	0.00	0.00	4,082.79	1,300.22	0.00	-4,082.79	100.0%
<u>170 36990</u>		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 36992</u>		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 38101</u>		FROM GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 38910</u>		CASH BALANCE FORWARD					
	-84,600.00	-84,600.00	0.00	0.00	0.00	-84,600.00	.0%
<u>170 38913</u>		CASH BAL FOR RESTD CEMET					
	-966,750.00	-966,750.00	0.00	0.00	0.00	-966,750.00	.0%
<u>170 51200</u>		SALARIES					
	70,431.00	70,431.00	19,250.43	5,456.00	0.00	51,180.57	27.3%
<u>170 51300</u>		SEASONAL/TEMPORARY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 51350</u>		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 51400</u>		OVERTIME					
	0.00	0.00	672.71	0.00	0.00	-672.71	100.0%
<u>170 52100</u>		FICA					
	5,388.00	5,388.00	1,367.30	376.58	0.00	4,020.70	25.4%
<u>170 52200</u>		RETIREMENT					
	1,750.00	1,750.00	583.32	145.83	0.00	1,166.68	33.3%
<u>170 52300</u>		HEALTH INSUR					
	23,712.00	23,712.00	7,714.52	2,120.80	0.00	15,997.48	32.5%
<u>170 52301</u>		LIFE INSUR					
	387.00	387.00	110.08	30.96	0.00	276.92	28.4%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

CEMETERY

P 2
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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>170 52400</u>		WORKERS' COMP					
	4,010.00	4,010.00	1,336.68	334.17	0.00	2,673.32	33.3%
<u>170 52500</u>		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 53200</u>		AUDITING					
	2,265.00	2,265.00	755.00	188.75	0.00	1,510.00	33.3%
<u>170 53400</u>		CONTRACTUAL					
	3,848.00	3,848.00	1,198.09	68.33	0.00	2,649.91	31.1%
<u>170 54000</u>		TRAINING/TRAVEL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 54101</u>		COMMUNICATIONS-CELLULAR					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
<u>170 54300</u>		UTILITIES ELECTRIC					
	3,300.00	3,300.00	205.34	66.54	0.00	3,094.66	6.2%
<u>170 54310</u>		UTILITIES-WATER & WASTEWATER					
	750.00	750.00	18.77	13.07	0.00	731.23	2.5%
<u>170 54500</u>		INSURANCE					
	3,207.00	3,207.00	1,069.00	267.25	0.00	2,138.00	33.3%
<u>170 54610</u>		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	2,584.87	2,568.00	9,800.00	7,615.13	61.9%
<u>170 54620</u>		R/M EQUIPMENT					
	1,800.00	1,800.00	397.79	0.00	0.00	1,402.21	22.1%
<u>170 54630</u>		R/M VEHICLES-LABOR					
	1,500.00	1,500.00	538.75	0.00	0.00	961.25	35.9%
<u>170 54640</u>		R/M VEHICLES-PARTS					
	2,000.00	2,000.00	642.74	0.00	0.00	1,357.26	32.1%
<u>170 55200</u>		OPERATING SUPPLIES					
	600.00	600.00	7.25	0.00	0.00	592.75	1.2%
<u>170 55210</u>		UNIFORMS					
	650.00	650.00	574.50	0.00	0.00	75.50	88.4%
<u>170 55230</u>		GAS/OIL					
	2,250.00	2,250.00	697.43	190.32	0.00	1,552.57	31.0%
<u>170 55240</u>		CHEMICALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 56300</u>		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 56400</u>		MACH/EQUIP					
	20,500.00	20,500.00	0.00	0.00	0.00	20,500.00	.0%
<u>170 56401</u>		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 59900</u>		CONTINGENCY					
	2,902.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>170 59990</u>		RESERVE					
	1,008,550.00	2,902.00	0.00	0.00	0.00	2,902.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

CEMETERY

P 3
glytdbud

FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>170 59997</u>							
	0.00	RESERVE REST'D FOR CEMETERY 1,008,550.00	0.00	0.00	0.00	1,008,550.00	.0%
TOTAL CEMETERY	0.00	0.00	-5,426.38	-5,313.23	9,800.00	-4,373.62	100.0%
		TOTAL REVENUES					
	-1,179,850.00	-1,179,850.00	-45,150.95	-17,139.83	0.00	-1,134,699.05	
		TOTAL EXPENSES					
	1,179,850.00	1,179,850.00	39,724.57	11,826.60	9,800.00	1,130,325.43	
		GRAND TOTAL					
	0.00	0.00	-5,426.38	-5,313.23	9,800.00	-4,373.62	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>180 COMM DEVELOP AREA</u>							
<u>180 31110</u>		PROPERTY TAXES					
	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
<u>180 31117</u>		PROPERTY TAXES-COUNTY					
	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
<u>180 36110</u>		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>180 36991</u>		PARKING REVENUE					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
<u>180 38910</u>		CASH BALANCE FORWARD					
	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
<u>180 53100</u>		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>180 54000</u>		TRAINING/TRAVEL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>180 54700</u>		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>180 56300</u>		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>180 59990</u>		RESERVE					
	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	.0%
TOTAL COMM DEVELOP AREA							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
	TOTAL REVENUES						
	-11,000.00	-11,000.00	0.00	0.00	0.00	-11,000.00	
	TOTAL EXPENSES						
	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	
	GRAND TOTAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
LAW ENFORCEMENT RECOVERY

P 1
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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 33400	STATE GRANT	0.00	0.00	0.00	0.00	0.00	.0%
190 34210	FEDERAL LAW ENFORCEMENT SUPP	-135,216.00	-42,369.73	-14,099.91	0.00	-92,846.27	31.3%
190 35910	UNCLAIMED/ABANDONED CASH	0.00	-480.24	0.00	0.00	480.24	100.0%
190 36110	INTEREST	0.00	0.00	0.00	0.00	0.00	.0%
190 36992	GAIN ON SALE OF ASSET	0.00	0.00	0.00	0.00	0.00	.0%
190 36993	DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	.0%
190 38910	CASH BALANCE FORWARD	-41,884.00	0.00	0.00	0.00	-41,884.00	.0%
190 53400	CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	.0%
190 54000	TRAINING/TRAVEL	11,500.00	0.00	0.00	0.00	11,500.00	.0%
190 54100	COMM - PHONE/FAX/ALARM	0.00	0.00	0.00	0.00	0.00	.0%
190 54101	COMMUNICATIONS-CELLULAR	0.00	0.00	0.00	0.00	0.00	.0%
190 54104	COMMUNICATIONS-MOBILE	0.00	0.00	0.00	0.00	0.00	.0%
190 54620	R/M EQUIPMENT	0.00	0.00	0.00	0.00	0.00	.0%
190 54921	UNDERCOVER	10,000.00	0.00	0.00	0.00	10,000.00	.0%
190 55200	OPERATING SUPPLIES	27,000.00	9,503.46	1,734.34	4,483.11	13,013.43	51.8%
190 56400	MACH/EQUIP	68,000.00	0.00	0.00	59,970.18	8,029.82	88.2%
190 56401	EQUIP-NON CAPITAL	18,500.00	0.00	0.00	0.00	18,500.00	.0%
190 59990	RESERVE	42,100.00	0.00	0.00	0.00	42,100.00	.0%
TOTAL LAW ENFORCE RECOVERY							
	0.00	0.00	-33,346.51	-12,365.57	64,453.29	-31,106.78	100.0%
TOTAL REVENUES							
	-177,100.00	-177,100.00	-42,849.97	-14,099.91	0.00	-134,250.03	
TOTAL EXPENSES							
	177,100.00	177,100.00	9,503.46	1,734.34	64,453.29	103,143.25	
GRAND TOTAL							
	0.00	0.00	-33,346.51	-12,365.57	64,453.29	-31,106.78	100.0%

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City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 BOND DEBT SERVICE

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
220 38101		FROM GENERAL FUND					
	-423,807.00	-423,807.00	-141,269.00	-35,317.25	0.00	-282,538.00	33.3%
220 38410		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
220 38910		CASH BALANCE FORWARD					
	-4,440.00	-4,440.00	0.00	0.00	0.00	-4,440.00	.0%
220 57100		PRINCIPAL					
	386,000.00	386,000.00	0.00	0.00	0.00	386,000.00	.0%
220 57200		INTEREST					
	37,807.00	37,807.00	18,903.60	0.00	0.00	18,903.40	50.0%
220 57300		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
220 59990		RESERVE					
	4,440.00	4,440.00	0.00	0.00	0.00	4,440.00	.0%
TOTAL BOND DEBT SERVICE	0.00	0.00	-122,365.40	-35,317.25	0.00	122,365.40	100.0%
TOTAL REVENUES	-428,247.00	-428,247.00	-141,269.00	-35,317.25	0.00	-286,978.00	
TOTAL EXPENSES	428,247.00	428,247.00	18,903.60	0.00	0.00	409,343.40	
GRAND TOTAL	0.00	0.00	-122,365.40	-35,317.25	0.00	122,365.40	100.0%

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City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 UTILITY DEBT SERVICE

P 1
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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>230 UTILITY DEBT SERVICE</u>							
<u>230 36110</u>		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>230 38140</u>		FROM WW IMPACT FEES					
	-406,175.00	-406,175.00	-135,391.68	-33,847.92	0.00	-270,783.32	33.3%
<u>230 38141</u>		FROM WATER IMPACT FEES					
	-167,825.00	-167,825.00	-55,941.68	-13,985.42	0.00	-111,883.32	33.3%
<u>230 38145</u>		FROM WASTEWATER					
	-510,965.00	-510,965.00	-170,321.68	-42,580.42	0.00	-340,643.32	33.3%
<u>230 38146</u>		FROM WATER					
	-1,669,465.00	-1,669,465.00	-556,488.32	-139,122.08	0.00	-1,112,976.68	33.3%
<u>230 38410</u>		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>230 38910</u>		CASH BALANCE FORWARD					
	-249,000.00	-249,000.00	0.00	0.00	0.00	-249,000.00	.0%
<u>230 57100</u>		PRINCIPAL					
	1,440,000.00	1,440,000.00	0.00	0.00	0.00	1,440,000.00	.0%
<u>230 57200</u>		INTEREST					
	1,314,430.00	1,314,430.00	0.00	0.00	0.00	1,314,430.00	.0%
<u>230 57300</u>		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>230 59900</u>		CONTINGENCY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>230 59990</u>		RESERVE					
	249,000.00	249,000.00	0.00	0.00	0.00	249,000.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-918,143.36	-229,535.84	0.00	918,143.36	100.0%
TOTAL REVENUES							
	-3,003,430.00	-3,003,430.00	-918,143.36	-229,535.84	0.00	-2,085,286.64	
TOTAL EXPENSES							
	3,003,430.00	3,003,430.00	0.00	0.00	0.00	3,003,430.00	
GRAND TOTAL							
	0.00	0.00	-918,143.36	-229,535.84	0.00	918,143.36	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
CAPITAL IMPROVEMENTS REVENUE

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FOR 2018 04

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT						
300 31240	LOCAL OPTION GAS TAX					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 31260	SMALL COUNTY SURTAX					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 33140	FEDERAL HOMELAND SECURITY					
-475,000.00	-475,000.00	0.00	0.00	0.00	-475,000.00	.0%
300 33323	FDOT GRANT					
0.00	-841,667.00	0.00	0.00	0.00	-841,667.00	.0%
300 33400	STATE GRANT					
-29,900.00	-29,900.00	0.00	0.00	0.00	-29,900.00	.0%
300 33410	FIND					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 33438	FRDAP					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 33544	8TH CENT GAS TAX					
-107,250.00	-107,250.00	-36,672.67	-9,168.17	0.00	-70,577.33	34.2%
300 33710	COUNTY GRANT					
-35,050.00	-35,050.00	-4,345.00	-4,345.00	0.00	-30,705.00	12.4%
300 36110	INTEREST					
-2,426.00	-2,426.00	-3,071.02	-858.76	0.00	645.02	126.6%
300 36600	FOL CONTRIBUTION					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 36800	CAPITAL CONTRIBUTION					
0.00	-2,296,333.00	0.00	0.00	0.00	-2,296,333.00	.0%
300 36990	OTHER REVENUE					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 36997	TDC REVENUE					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 38101	FROM GENERAL FUND					
-1,138,959.00	-1,138,959.00	-377,253.00	-94,313.25	0.00	-761,706.00	33.1%
300 38131	FROM CAPITAL EXPANSION					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 38152	FROM UB					
-10,700.00	-10,700.00	0.00	0.00	0.00	-10,700.00	.0%
300 38400	OTHER FINANCING SOURCE					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
300 38410	LOAN PROCEEDS					
-427,200.00	-427,200.00	-427,154.28	0.00	0.00	-45.72	100.0%
300 38910	CASH BALANCE FORWARD					
-1,030,500.00	-1,030,500.00	0.00	0.00	0.00	-1,030,500.00	.0%

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City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 CAPITAL IMPROVEMENTS REVENUE

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>300 38911</u>							
	-1,165,300.00	CASH BAL FORWARD REST'D -1,165,300.00	0.00	0.00	0.00	-1,165,300.00	.0%
TOTAL CAPITAL IMPROVEMENT	-4,422,285.00	-7,560,285.00	-848,495.97	-108,685.18	0.00	-6,711,789.03	11.2%
TOTAL REVENUES	-4,422,285.00	-7,560,285.00	-848,495.97	-108,685.18	0.00	-6,711,789.03	
GRAND TOTAL	-4,422,285.00	-7,560,285.00	-848,495.97	-108,685.18	0.00	-6,711,789.03	11.2%

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City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 CAPITAL IMPROVEMENTS EXPENSES

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>300 CAPITAL IMPROVEMENT</u>							
<u>300 59600</u>	OTHER FINANCING SOURCES						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3001000 GENERAL GOVERNMENT</u>							
<u>3001000 56200</u>	BUILDING						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3001000 56247</u>	ANIMAL RESCUE CENTER						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3001000 56366</u>	RAILROAD DEPOT REHAB						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3001000 56410</u>	SOFTWARE						
	105,900.00	105,900.00	26,320.49	4,218.34	10,000.00	69,579.51	34.3%
<u>3001000 57100</u>	PRINCIPAL						
	668,687.00	668,687.00	185,134.96	0.00	0.00	483,552.04	27.7%
<u>3001000 57200</u>	INTEREST						
	33,940.00	33,940.00	4,532.53	0.00	0.00	29,407.47	13.4%
<u>3001000 57300</u>	FINANCING COSTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3001000 57310</u>	BOND EXPENSE						
	800.00	800.00	642.50	0.00	0.00	157.50	80.3%
<u>3001000 59520</u>	TRANSFER TO UB						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3001000 59900</u>	CONTINGENCY						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3001000 59990</u>	RESERVE						
	224,708.00	110,813.00	0.00	0.00	0.00	110,813.00	.0%
TOTAL GENERAL GOVERNMENT	1,034,035.00	920,140.00	216,630.48	4,218.34	10,000.00	693,509.52	24.6%
TOTAL EXPENSES	1,034,035.00	920,140.00	216,630.48	4,218.34	10,000.00	693,509.52	
<u>3002100 CAP IMP POLICE</u>							
<u>3002100 56300</u>	IMPROVEMENTS						
	150,000.00	150,000.00	30,674.00	0.00	62,276.00	57,050.00	62.0%

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City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 CAPITAL IMPROVEMENTS EXPENSES

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FOR 2018 04

3002100 CAP IMP POLICE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>3002100 56400</u>	EQUIPMENT						
	225,300.00	225,300.00	225,260.34	0.00	0.00	39.66	100.0%
TOTAL CAP IMP POLICE	375,300.00	375,300.00	255,934.34	0.00	62,276.00	57,089.66	84.8%
TOTAL EXPENSES	375,300.00	375,300.00	255,934.34	0.00	62,276.00	57,089.66	
3002200 CAP IMP FIRE							
<u>3002200 56400</u>	MACH/EQUIP						
	932,200.00	932,200.00	434,417.94	0.00	0.00	497,782.06	46.6%
TOTAL CAP IMP FIRE	932,200.00	932,200.00	434,417.94	0.00	0.00	497,782.06	46.6%
TOTAL EXPENSES	932,200.00	932,200.00	434,417.94	0.00	0.00	497,782.06	
3004100 CAP IMP STREETS							
<u>3004100 56300</u>	IMPROVEMENTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3004100 56310</u>	SIDEWALKS-CAPITALIZED						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3004100 56311</u>	SIDEWALKS-GENL/MISC						
	79,000.00	79,000.00	35,861.58	26,218.94	0.00	43,138.42	45.4%
<u>3004100 56312</u>	STREET STRIPING						
	34,750.00	34,750.00	10,968.00	0.00	0.00	23,782.00	31.6%
<u>3004100 56320</u>	STREET PAVNG/RESURFACING-CAPIT						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3004100 56321</u>	STREET RESURFACING/GENERAL						
	325,000.00	325,000.00	0.00	0.00	0.00	325,000.00	.0%
<u>3004100 56367</u>	ALACHUA PROJECT						
	800,000.00	800,000.00	0.00	0.00	0.00	800,000.00	.0%
<u>3004100 56368</u>	MAIN STREET IMPROVEMENTS						
	42,000.00	42,000.00	3,008.64	3,008.64	6,489.64	32,501.72	22.6%
<u>3004100 56400</u>	MACH/EQUIP						
	150,000.00	263,895.00	113,895.00	0.00	75,504.71	74,495.29	71.8%
<u>3004100 56500</u>	INFRASTRUCTURE						
	0.00	3,138,000.00	0.00	0.00	0.00	3,138,000.00	.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 CAPITAL IMPROVEMENTS EXPENSES

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FOR 2018 04

3004100 CAP IMP STREETS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL CAP IMP STREETS							
1,430,750.00		4,682,645.00	163,733.22	29,227.58	81,994.35	4,436,917.43	5.2%
TOTAL EXPENSES							
1,430,750.00		4,682,645.00	163,733.22	29,227.58	81,994.35	4,436,917.43	
3007200 CAP IMP REC							
3007200 53100	PROFESSIONAL SERVICES						
0.00	0.00		0.00	0.00	0.00	0.00	.0%
3007200 56300	IMPROVEMENTS						
0.00	0.00		0.00	0.00	0.00	0.00	.0%
3007200 56315	DUNE WALKOVERS						
200,000.00	200,000.00		0.00	0.00	0.00	200,000.00	.0%
3007200 56327	BEACH MONITORING/REPORTING						
30,000.00	30,000.00		0.00	0.00	0.00	30,000.00	.0%
3007200 56328	DREDGING-MARINA						
0.00	0.00		0.00	0.00	0.00	0.00	.0%
3007200 56331	BEACH RENOUR / ENGINEERING						
35,000.00	35,000.00		8,690.00	0.00	21,310.00	5,000.00	85.7%
3007200 56332	BEACH RENOURISHMENT						
35,000.00	35,000.00		5,738.00	0.00	15,437.25	13,824.75	60.5%
3007200 56340	ARTIFICIAL REEF						
0.00	0.00		0.00	0.00	0.00	0.00	.0%
3007200 56360	TENNIS COURT IMPROVEMENTS						
0.00	0.00		0.00	0.00	0.00	0.00	.0%
3007200 56365	DOWNTOWN WATERFRONT PARKS						
125,000.00	125,000.00		0.00	0.00	0.00	125,000.00	.0%
3007200 56400	MACH/EQUIP						
0.00	0.00		0.00	0.00	0.00	0.00	.0%
TOTAL CAP IMP REC							
425,000.00	425,000.00		14,428.00	0.00	36,747.25	373,824.75	12.0%
TOTAL EXPENSES							
425,000.00	425,000.00		14,428.00	0.00	36,747.25	373,824.75	
3007210 PARKS IMPROVEMENTS							
3007210 56300	IMPROVEMENTS						
60,000.00	60,000.00		0.00	0.00	0.00	60,000.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
CAPITAL IMPROVEMENTS EXPENSES

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FOR 2018 04

3007210 PARKS IMPROVEMENTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PARKS IMPROVEMENTS	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	.0%
TOTAL EXPENSES	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	
3007220 CAP IMP PECK							
3007220 56300 IMPROVEMENTS	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	.0%
TOTAL CAP IMP PECK	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	.0%
TOTAL EXPENSES	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	
3007225 MLK CENTER							
3007225 56300 IMPROVEMENTS	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
TOTAL MLK CENTER	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
TOTAL EXPENSES	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	
3007400 CAP IMP AQUATICS							
3007400 56300 IMPROVEMENTS	85,000.00	85,000.00	10.40	0.00	0.00	84,989.60	.0%
TOTAL CAP IMP AQUATICS	85,000.00	85,000.00	10.40	0.00	0.00	84,989.60	.0%
TOTAL EXPENSES	85,000.00	85,000.00	10.40	0.00	0.00	84,989.60	
GRAND TOTAL	4,422,285.00	7,560,285.00	1,085,154.38	33,445.92	191,017.60	6,284,113.02	16.9%

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REVENUE < 848,496 >
NET < REV > EXPS 236,658

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 CAPITAL EXPANSION REVENUE

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FOR 2018 04

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
<u>310 33440</u>	OTHER GRANT					
	0.00	0.00	0.00	0.00	0.00	.0%
<u>310 36110</u>	INTEREST					
	-4,000.00	-4,000.00	-2,511.65	-702.34	0.00	-1,488.35 62.8%
	TOTAL CAPITAL EXPANSION					
	-4,000.00	-4,000.00	-2,511.65	-702.34	0.00	-1,488.35 62.8%
	TOTAL REVENUES					
	-4,000.00	-4,000.00	-2,511.65	-702.34	0.00	-1,488.35
3101000 CAP EXP ADMIN						
<u>3101000 32410</u>	IMPACT FEES ADMIN					
	-126,000.00	-126,000.00	-128,299.69	-10,430.01	0.00	2,299.69 101.8%
<u>3101000 38910</u>	CASH BALANCE FORWARD					
	-571,035.00	-571,035.00	0.00	0.00	0.00	-571,035.00 .0%
	TOTAL CAP EXP ADMIN					
	-697,035.00	-697,035.00	-128,299.69	-10,430.01	0.00	-568,735.31 18.4%
	TOTAL REVENUES					
	-697,035.00	-697,035.00	-128,299.69	-10,430.01	0.00	-568,735.31
3102100 CAP EXP POLICE						
<u>3102100 32421</u>	IMPACT FEES POLICE					
	-47,250.00	-47,250.00	-47,480.68	-3,828.76	0.00	230.68 100.5%
<u>3102100 38910</u>	CASH BALANCE FORWARD					
	-98,177.00	-98,177.00	0.00	0.00	0.00	-98,177.00 .0%
	TOTAL CAP EXP POLICE					
	-145,427.00	-145,427.00	-47,480.68	-3,828.76	0.00	-97,946.32 32.6%
	TOTAL REVENUES					
	-145,427.00	-145,427.00	-47,480.68	-3,828.76	0.00	-97,946.32
3102200 CAP EXP FIRE						
<u>3102200 32422</u>	IMPACT FEES FIRE					
	-94,500.00	-94,500.00	-95,288.56	-7,683.87	0.00	788.56 100.8%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
CAPITAL EXPANSION REVENUE

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FOR 2018 04

3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 38910	CASH BALANCE FORWARD						
	-361,863.00	-361,863.00	0.00	0.00	0.00	-361,863.00	.0%
TOTAL CAP EXP FIRE	-456,363.00	-456,363.00	-95,288.56	-7,683.87	0.00	-361,074.44	20.9%
TOTAL REVENUES	-456,363.00	-456,363.00	-95,288.56	-7,683.87	0.00	-361,074.44	
3104400 CAP EXP SANITATION							
3104400 32440	IMPACT FEES SANITATION						
	0.00	0.00	-10,627.50	-5,473.65	0.00	10,627.50	100.0%
3104400 38910	CASH BALANCE FORWARD						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAP EXP SANITATION	0.00	0.00	-10,627.50	-5,473.65	0.00	10,627.50	100.0%
TOTAL REVENUES	0.00	0.00	-10,627.50	-5,473.65	0.00	10,627.50	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-630,000.00	-630,000.00	-206,020.19	-46,016.10	0.00	-423,979.81	32.7%
3107200 38910	CASH BALANCE FORWARD						
	-1,279,325.00	-1,279,325.00	0.00	0.00	0.00	-1,279,325.00	.0%
TOTAL CAP EXP RECREATION	-1,909,325.00	-1,909,325.00	-206,020.19	-46,016.10	0.00	-1,703,304.81	10.8%
TOTAL REVENUES	-1,909,325.00	-1,909,325.00	-206,020.19	-46,016.10	0.00	-1,703,304.81	
GRAND TOTAL	-3,212,150.00	-3,212,150.00	-490,228.27	-74,134.73	0.00	-2,721,921.73	15.3%

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN						
3101000 56200	BUILDING					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
3101000 56400	MACH/EQUIP					
75,000.00	75,000.00	46,205.52	0.00	0.00	28,794.48	61.6%
3101000 56401	EQUIP-NON CAPITAL					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
3101000 56500	INFRASTRUCTURE					
100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
3101000 59100	TRANSFER TO GENERAL FUND					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
3101000 59990	RESERVE					
523,024.00	523,024.00	0.00	0.00	0.00	523,024.00	.0%
TOTAL CAP EXP ADMIN						
698,024.00	698,024.00	46,205.52	0.00	0.00	651,818.48	6.6%
TOTAL EXPENSES						
698,024.00	698,024.00	46,205.52	0.00	0.00	651,818.48	
3102100 CAP EXP POLICE						
3102100 55200	OPERATING SUPPLIES					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
3102100 56400	MACH/EQUIP					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
3102100 56401	EQUIP-NON CAPITAL					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
3102100 59990	RESERVE					
145,597.00	145,597.00	0.00	0.00	0.00	145,597.00	.0%
TOTAL CAP EXP POLICE						
145,597.00	145,597.00	0.00	0.00	0.00	145,597.00	.0%
TOTAL EXPENSES						
145,597.00	145,597.00	0.00	0.00	0.00	145,597.00	
3102200 CAP EXP FIRE						
3102200 56400	MACH/EQUIP					
0.00	0.00	0.00	0.00	0.00	0.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
CAPITAL EXPANSION EXPENSES

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FOR 2018 04

3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>3102200 56401</u>		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3102200 57100</u>		PRINCIPAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3102200 57200</u>		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3102200 59990</u>		RESERVE					
	456,989.00	456,989.00	0.00	0.00	0.00	456,989.00	.0%
TOTAL CAP EXP FIRE							
	456,989.00	456,989.00	0.00	0.00	0.00	456,989.00	.0%
TOTAL EXPENSES							
	456,989.00	456,989.00	0.00	0.00	0.00	456,989.00	.0%
3104400 CAP EXP SANITATION							
<u>3104400 56400</u>		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3104400 59990</u>		RESERVE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAP EXP SANITATION							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
3107200 CAP EXP RECREATION							
<u>3107200 55200</u>		OPERATING SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3107200 56200</u>		BUILDING					
	170,000.00	170,000.00	0.00	0.00	0.00	170,000.00	.0%
<u>3107200 56300</u>		IMPROVEMENTS					
	355,000.00	355,000.00	4,163.75	0.00	125,399.82	225,436.43	36.5%
<u>3107200 56365</u>		DOWNTOWN WATERFRONT PARKS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3107200 56400</u>		MACH/EQUIP					
	50,000.00	50,000.00	0.00	0.00	48,790.00	1,210.00	97.6%
<u>3107200 56401</u>		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>3107200 59990</u>		RESERVE					
	1,336,540.00	1,336,540.00	0.00	0.00	0.00	1,336,540.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
CAPITAL EXPANSION EXPENSES

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FOR 2018 04

3107200 CAP EXP RECREATION
ORIGINAL APPROP

REVISED BUDGET

YTD EXPENDED

MTD EXPENDED

ENCUMBRANCES

AVAILABLE BUDGET

% USED

TOTAL CAP EXP RECREATION

1,911,540.00

1,911,540.00

4,163.75

0.00

174,189.82

1,733,186.43

9.3%

TOTAL EXPENSES

1,911,540.00

1,911,540.00

4,163.75

0.00

174,189.82

1,733,186.43

GRAND TOTAL

3,212,150.00

3,212,150.00

50,369.27

0.00

174,189.82

2,987,590.91

7.0%

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REVENUE <490,228>

NET<REV> EPS <439,859>

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
WASTEWATER IMPROVEMENT

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FOR 2018 04

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT						
330 36110	INTEREST					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
330 36120	UNREALIZED GAIN					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
330 38145	FROM WASTEWATER					
-500,000.00	-500,000.00	-166,666.68	-41,666.67	0.00	-333,333.32	33.3%
330 38910	CASH BALANCE FORWARD					
-2,988,400.00	-2,988,400.00	0.00	0.00	0.00	-2,988,400.00	.0%
330 56200	BUILDING					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
330 56300	IMPROVEMENTS					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
330 57100	PRINCIPAL					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
330 57200	INTEREST					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
330 59990	RESERVE					
3,488,400.00	3,488,400.00	0.00	0.00	0.00	3,488,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT						
0.00	0.00	-166,666.68	-41,666.67	0.00	166,666.68	100.0%
TOTAL REVENUES						
-3,488,400.00	-3,488,400.00	-166,666.68	-41,666.67	0.00	-3,321,733.32	
TOTAL EXPENSES						
3,488,400.00	3,488,400.00	0.00	0.00	0.00	3,488,400.00	
GRAND TOTAL						
0.00	0.00	-166,666.68	-41,666.67	0.00	166,666.68	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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GOLF

FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
<u>410 33120</u>		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>410 33420</u>		FEMA STATE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>410 34710</u>		GREEN FEES					
	-315,135.00	-315,135.00	-66,880.11	-19,782.71	0.00	-248,254.89	21.2%
<u>410 34711</u>		SURCHARGE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>410 34713</u>		GOLF CARTS					
	-485,177.00	-485,177.00	-119,180.92	-28,165.40	0.00	-365,996.08	24.6%
<u>410 34714</u>		RANGE FEES					
	-53,951.00	-53,951.00	-8,355.33	-2,124.74	0.00	-45,595.67	15.5%
<u>410 34715</u>		PRO SHOP SALES					
	-113,355.00	-113,355.00	-18,314.72	-3,788.98	0.00	-95,040.28	16.2%
<u>410 34716</u>		SNACK BAR SALES					
	-357,743.00	-357,743.00	-113,116.40	-20,898.94	0.00	-244,626.60	31.6%
<u>410 34718</u>		FACILITY RENTAL					
	-32,920.00	-32,920.00	0.00	0.00	0.00	-32,920.00	.0%
<u>410 34719</u>		SCHOOL OF GOLF					
	-6,580.00	-6,580.00	-1,120.00	-160.00	0.00	-5,460.00	17.0%
<u>410 34733</u>		MEMBERSHIPS					
	-148,941.00	-148,941.00	-100,933.25	-2,983.25	0.00	-48,007.75	67.8%
<u>410 34743</u>		RANGE FEES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>410 34745</u>		PRO SHOP SALES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>410 34750</u>		SNACK BAR SALES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>410 36110</u>		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>410 36120</u>		UNREALIZED GAIN					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>410 36200</u>		DISCOUNTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>410 36420</u>		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>410 36990</u>		OTHER REVENUE					
	-7,000.00	-7,000.00	-25,522.37	-3,581.40	0.00	18,522.37	364.6%
<u>410 36992</u>		GAIN ON SALE OF ASSET					
	-150,000.00	-150,000.00	-141,600.00	-141,600.00	0.00	-8,400.00	94.4%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

GOLF

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 38101		FROM GENERAL FUND					
	-220,000.00	-220,000.00	-73,333.32	-18,333.33	0.00	-146,666.68	33.3%
410 38410		LOAN PROCEEDS					
	-200,000.00	-200,000.00	-200,000.00	-200,000.00	0.00	0.00	100.0%
410 38411		LOAN FORGIVENESS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 38910		CASH BALANCE FORWARD					
	625,520.00	625,520.00	0.00	0.00	0.00	625,520.00	.0%
410 51200		SALARIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 51210		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 51400		OVERTIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52100		FICA					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52200		RETIREMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52300		HEALTH INSUR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52301		LIFE INSUR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52350		OPEB COSTS					
	785.00	785.00	261.68	65.42	0.00	523.32	33.3%
410 52400		WORKERS' COMP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 53200		AUDITING					
	6,975.00	6,975.00	1,698.75	566.25	0.00	5,276.25	24.4%
410 53400		CONTRACTUAL					
	681,647.00	681,647.00	202,532.71	48,181.16	0.00	479,114.29	29.7%
410 54000		TRAINING/TRAVEL					
	7,492.00	7,492.00	-6.92	70.83	0.00	7,498.92	-.1%
410 54100		COMM - PHONE/FAX/ALARM					
	1,440.00	1,440.00	155.34	103.56	0.00	1,284.66	10.8%
410 54101		COMMUNICATIONS-CELLULAR					
	2,580.00	2,580.00	215.32	30.08	0.00	2,364.68	8.3%
410 54103		COMMUNICATIONS-INTERNET					
	7,840.00	7,840.00	1,933.78	529.90	0.00	5,906.22	24.7%

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54200		POSTAGE					
	1,170.00	1,170.00	95.95	0.00	0.00	1,074.05	8.2%
410 54300		UTILITIES ELECTRIC					
	62,550.00	62,550.00	26,628.75	4,012.72	0.00	35,921.25	42.6%
410 54310		UTILITIES-WATER & WASTEWATER					
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
410 54320		UTILITIES-PROPANE/OTHER					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 54400		RENTALS/LEASES					
	0.00	0.00	952.39	0.00	0.00	-952.39	100.0%
410 54500		INSURANCE					
	79,622.00	79,622.00	33,177.81	8,335.17	0.00	46,444.19	41.7%
410 54610		R/M BLDG & GROUNDS					
	5,000.00	40,600.00	37,099.03	744.97	0.00	3,500.97	91.4%
410 54620		R/M EQUIPMENT					
	28,350.00	28,350.00	11,230.16	1,973.72	0.00	17,119.84	39.6%
410 54630		R/M VEHICLES-LABOR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 54640		R/M VEHICLES-PARTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 54800		PROMOTIONAL					
	38,660.00	38,660.00	10,310.82	2,445.60	0.00	28,349.18	26.7%
410 55100		OFFICE SUPPLIES					
	3,120.00	3,120.00	469.33	48.13	0.00	2,650.67	15.0%
410 55200		OPERATING SUPPLIES					
	221,187.00	221,187.00	60,679.22	8,491.57	0.00	160,507.78	27.4%
410 55210		UNIFORMS					
	5,850.00	5,850.00	1,925.29	638.21	0.00	3,924.71	32.9%
410 55220		JANITORIAL SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 55230		GAS/OIL					
	30,000.00	30,000.00	9,098.17	1,466.22	0.00	20,901.83	30.3%
410 55400		BOOKS/SUBS/DUES					
	5,291.00	5,291.00	3,185.97	2,300.00	0.00	2,105.03	60.2%
410 55545		PRO SHOP COST OF SALES					
	57,957.00	57,957.00	9,505.94	2,199.47	0.00	48,451.06	16.4%
410 55550		F&B COST OF SALES					
	162,028.00	162,028.00	50,919.84	9,717.91	0.00	111,108.16	31.4%
410 55555		F&B PERSONNEL COSTS					
	125,817.00	125,817.00	34,484.18	7,132.89	0.00	91,332.82	27.4%
410 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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City of Fernandina Beach
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GOLF

FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 56300		IMPROVEMENTS					
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
410 56400		MACH/EQUIP					
	450,000.00	450,000.00	337,786.80	337,786.80	0.00	112,213.20	75.1%
410 56401		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 57100		PRINCIPAL					
	106,522.00	106,522.00	5,257.58	0.00	0.00	101,264.42	4.9%
410 57200		INTEREST					
	6,170.00	6,170.00	1,233.57	608.57	0.00	4,936.43	20.0%
410 57300		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 59100		TRANSFER TO GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 59900		CONTINGENCY					
	-663,771.00	0.00	0.00	0.00	0.00	0.00	.0%
410 59990		RESERVE					
	0.00	-699,371.00	0.00	0.00	0.00	-699,371.00	.0%
TOTAL GOLF	0.00	0.00	-27,524.96	-3,969.60	0.00	27,524.96	100.0%
	TOTAL REVENUES						
	-1,465,282.00	-1,465,282.00	-868,356.42	-441,418.75	0.00	-596,925.58	
	TOTAL EXPENSES						
	1,465,282.00	1,465,282.00	840,831.46	437,449.15	0.00	624,450.54	
	GRAND TOTAL						
	0.00	0.00	-27,524.96	-3,969.60	0.00	27,524.96	100.0%

** END OF REPORT - Generated by Patti Clifford **

PRO SHOP SALES	BUDGET	JAN YTD
COST OF GOODS SOLD	113,355	18,315
TR \$	57,957	9,506
% OF COST	55,398	8,809
	95.6%	92.7%
F+B SALES	357,743	113,116
COST OF GOODS SOLD	287,845	85,404
TR \$	69,898	27,712
% OF COST	24.3%	32.4%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33120		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 33220		FAA GRANT					
	-350,000.00	-350,000.00	-126,180.94	-49,175.52	0.00	-223,819.06	36.1%
420 33323		FDOT GRANT					
	-1,625,000.00	-1,625,000.00	-762,003.14	-325,468.15	0.00	-862,996.86	46.9%
420 33420		FEMA STATE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 33440		OTHER GRANT					
	-470,000.00	-470,000.00	-290,351.54	-52,950.88	0.00	-179,648.46	61.8%
420 34970		FUEL SALES					
	-35,000.00	-35,000.00	-5,570.64	0.00	0.00	-29,429.36	15.9%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-37,240.00	-37,240.00	-17,371.49	-4,331.48	0.00	-19,868.51	46.6%
420 34972		BUILDING LEASE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 34973		LAND LEASE- AMELIA RIVER					
	-199,500.00	-199,500.00	-62,664.34	-17,098.62	0.00	-136,835.66	31.4%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-33,295.00	-33,295.00	-11,130.55	-2,781.51	0.00	-22,164.45	33.4%
420 34975		RENT/LEASE PAYMENTS					
	-306,503.00	-306,503.00	-92,847.99	-23,701.22	0.00	-213,655.01	30.3%
420 34976		8 FLAGS RENT (TAXABLE)					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 34978		8 FLAGS RENT NON-TAXABLE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 36420		INSURANCE PROCEEDS					
	0.00	0.00	-45,875.23	0.00	0.00	45,875.23	100.0%
420 36990		OTHER REVENUE					
	-90,000.00	-90,000.00	-4,089.89	-418.89	0.00	-85,910.11	4.5%
420 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 36995		LATE FEES					
	0.00	0.00	-719.06	-270.45	0.00	719.06	100.0%
420 38101		FROM GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 38410		LOAN PROCEEDS					
	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00 *	0.00	0.00	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>420 38910</u>		CASH BALANCE FORWARD					
	-1,020,700.00	-1,020,700.00	0.00	0.00	0.00	-1,020,700.00	.0%
<u>420 51200</u>		SALARIES					
	119,340.00	119,340.00	35,285.40	8,830.00	0.00	84,054.60	29.6%
<u>420 51350</u>		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>420 51400</u>		OVERTIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>420 52100</u>		FICA					
	9,130.00	9,130.00	2,580.32	645.74	0.00	6,549.68	28.3%
<u>420 52200</u>		RETIREMENT					
	40,600.00	40,600.00	13,533.32	3,383.33	0.00	27,066.68	33.3%
<u>420 52300</u>		HEALTH INSUR					
	18,448.00	18,448.00	9,423.88	2,357.24	0.00	9,024.12	51.1%
<u>420 52301</u>		LIFE INSUR					
	743.00	743.00	197.80	49.45	0.00	545.20	26.6%
<u>420 52350</u>		OPEB COSTS					
	785.00	785.00	261.68	65.42	0.00	523.32	33.3%
<u>420 52400</u>		WORKERS' COMP					
	2,067.00	2,067.00	689.00	172.25	0.00	1,378.00	33.3%
<u>420 52500</u>		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>420 53100</u>		PROFESSIONAL SERVICES					
	40,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
<u>420 53200</u>		AUDITING					
	6,795.00	6,795.00	2,265.00	566.25	0.00	4,530.00	33.3%
<u>420 53400</u>		CONTRACTUAL					
	53,535.00	48,035.00	5,831.24	1,682.09	4,950.00	37,253.76	22.4%
<u>420 53910</u>		HOUSING ALLOWANCE					
	2,000.00	2,000.00	2,000.00	500.00	0.00	0.00	100.0%
<u>420 54000</u>		TRAINING/TRAVEL					
	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	.0%
<u>420 54100</u>		COMM - PHONE/FAX/ALARM					
	1,922.00	1,922.00	207.12	138.08	0.00	1,714.88	10.8%
<u>420 54101</u>		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	467.40	231.60	0.00	1,532.60	23.4%
<u>420 54103</u>		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	556.50	185.50	0.00	5,193.50	9.7%
<u>420 54200</u>		POSTAGE					
	100.00	100.00	37.20	11.70	0.00	62.80	37.2%
<u>420 54300</u>		UTILITIES ELECTRIC					
	20,000.00	20,000.00	5,090.78	1,593.16	0.00	14,909.22	25.5%
<u>420 54310</u>		UTILITIES-WATER & WASTEWATER					
	11,000.00	11,000.00	2,500.45	903.43	0.00	8,499.55	22.7%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54400		RENTALS/LEASES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 54500		INSURANCE					
	47,928.00	47,928.00	15,976.00	3,994.00	0.00	31,952.00	33.3%
420 54610		R/M BLDG & GROUNDS					
	78,000.00	280,850.00	215,476.05	2,642.92	19,441.90	45,932.05	83.6%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	650.00	0.00	0.00	850.00	43.3%
420 54630		R/M VEHICLES-LABOR					
	3,500.00	3,500.00	1,400.00	907.50	0.00	2,100.00	40.0%
420 54640		R/M VEHICLES-PARTS					
	3,500.00	3,500.00	833.69	137.75	0.00	2,666.31	23.8%
420 54700		PRINTING					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
420 54800		PROMOTIONAL					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
420 54902		BAD DEBT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 54910		BILLING COSTS					
	7,000.00	7,000.00	2,333.36	583.34	0.00	4,666.64	33.3%
420 55100		OFFICE SUPPLIES					
	300.00	300.00	0.00	0.00	0.00	300.00	.0%
420 55200		OPERATING SUPPLIES					
	4,810.00	4,810.00	915.71	0.00	0.00	3,894.29	19.0%
420 55210		UNIFORMS					
	300.00	300.00	22.00	0.00	0.00	278.00	7.3%
420 55230		GAS/OIL					
	8,500.00	8,500.00	2,079.14	296.84	0.00	6,420.86	24.5%
420 55240		CHEMICALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 55300		ROAD MATERIALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 55400		BOOKS/SUBS/DUES					
	725.00	725.00	330.00	0.00	0.00	395.00	45.5%
420 56200		BUILDING					
	3,845,000.00	3,845,000.00	1,194,412.24	401,149.80	2,603,091.85	47,495.91	98.8%
420 56300		IMPROVEMENTS					
	225,000.00	225,000.00	0.00	0.00	0.00	225,000.00	.0%
420 56301		NON CAP IMPROVEMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 56401		EQUIP-NON CAPITAL					
	5,500.00	6,000.00	0.00	0.00	4,828.50	1,171.50	80.5%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

AIRPORT

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 57000		SETTLEMENT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 57100		PRINCIPAL					
	198,000.00	198,000.00	0.00	0.00	0.00	198,000.00	.0%
420 57200		INTEREST					
	52,266.00	46,866.00	7,383.00	0.00	0.00	39,483.00	15.8%
420 57300		FINANCING COSTS					
	36,000.00	41,400.00	39,571.33	0.00	0.00	1,828.67	95.6%
420 59100		TRANSFER TO GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 59900		CONTINGENCY					
	308,194.00	0.00	0.00	0.00	0.00	0.00	.0%
420 59990		RESERVE					
	0.00	105,344.00	0.00	0.00	0.00	105,344.00	.0%
TOTAL AIRPORT	0.00	0.00	-856,495.20	-1,045,169.33	2,632,312.25	-1,775,817.05	100.0%
	TOTAL REVENUES						
	-5,167,238.00	-5,167,238.00	-2,418,804.81	-1,476,196.72	0.00	-2,748,433.19	
	TOTAL EXPENSES						
	5,167,238.00	5,167,238.00	1,562,309.61	431,027.39	2,632,312.25	972,616.14	
	GRAND TOTAL						
	0.00	0.00	-856,495.20	-1,045,169.33	2,632,312.25	-1,775,817.05	100.0%

** END OF REPORT - Generated by Barbara Rathmell **

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

SANITATION

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 33120		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 34340		GARBAGE FEES					
	-2,370,000.00	-2,370,000.00	-800,217.50	-198,605.54	0.00	-1,569,782.50	33.8%
440 36110		INTEREST					
	0.00	0.00	-463.39	-129.58	0.00	463.39	100.0%
440 36990		OTHER REVENUE					
	-10,000.00	-10,000.00	-5,529.96	-1,783.49	0.00	-4,470.04	55.3%
440 38910		CASH BALANCE FORWARD					
	-83,500.00	-83,500.00	0.00	0.00	0.00	-83,500.00	.0%
440 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 53200		AUDITING					
	6,795.00	6,795.00	2,265.00	566.25	0.00	4,530.00	33.3%
440 53400		CONTRACTUAL					
	90,000.00	90,000.00	15,560.47	14,322.41	0.00	74,439.53	17.3%
440 53440		SANITATION SERVICES EXPENSE					
	2,154,330.00	2,154,330.00	731,229.41	173,540.34	0.00	1,423,100.59	33.9%
440 53444		RECYCLING SERVICES					
	13,500.00	13,500.00	4,500.00	1,125.00	0.00	9,000.00	33.3%
440 54000		TRAINING/TRAVEL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54100		COMM - PHONE/FAX/ALARM					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54103		COMMUNICATIONS-INTERNET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54200		POSTAGE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54300		UTILITIES ELECTRIC					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54500		INSURANCE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54610		R/M BLDG & GROUNDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54620		R/M EQUIPMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 54910		BILLING COSTS					
	88,000.00	88,000.00	29,333.36	7,333.34	0.00	58,666.64	33.3%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

SANITATION

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 55100		OFFICE SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55200		OPERATING SUPPLIES					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
440 55210		UNIFORMS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55220		JANITORIAL SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55230		GAS/OIL					
	5,000.00	5,000.00	469.13	49.96	0.00	4,530.87	9.4%
440 55240		CHEMICALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55300		ROAD MATERIALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 55644		NON PROFIT KNB					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
440 56300		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 57100		PRINCIPAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 57200		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
440 59100		TRANSFER TO GENERAL FUND					
	36,000.00	36,000.00	12,000.00	3,000.00	0.00	24,000.00	33.3%
440 59900		CONTINGENCY					
	68,375.00	0.00	0.00	0.00	0.00	0.00	.0%
440 59990		RESERVE					
	0.00	68,375.00	0.00	0.00	0.00	68,375.00	.0%
TOTAL SANITATION	0.00	0.00	-10,853.48	-581.31	0.00	10,853.48	100.0%
	TOTAL REVENUES						
	-2,463,500.00	-2,463,500.00	-806,210.85	-200,518.61	0.00	-1,657,289.15	
	TOTAL EXPENSES						
	2,463,500.00	2,463,500.00	795,357.37	199,937.30	0.00	1,668,142.63	
	GRAND TOTAL						
	0.00	0.00	-10,853.48	-581.31	0.00	10,853.48	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

WASTEWATER

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
450 33120		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 33420		FEMA STATE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 34345		WASTEWATER CHARGES					
	-5,821,017.00	-5,821,017.00	-1,900,476.87	-469,100.85	0.00	-3,920,540.13	32.6%
450 34530		SEPTIC DUMPING					
	-30,000.00	-30,000.00	-9,604.80	-1,656.00	0.00	-20,395.20	32.0%
450 34535		WASTEWATER TAP FEES					
	-4,000.00	-4,000.00	-3,250.00	-1,250.00	0.00	-750.00	81.3%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-15,000.00	-15,000.00	-4,325.00	-1,125.00	0.00	-10,675.00	28.8%
450 36110		INTEREST					
	-15,427.00	-15,427.00	-6,894.16	-1,927.84	0.00	-8,532.84	44.7%
450 36120		UNREALIZED GAIN					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 36420		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 36800		CAPITAL CONTRIBUTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	-14,900.00	-14,900.00	0.00	14,900.00	100.0%
450 38910		CASH BALANCE FORWARD					
	-4,933,779.00	-4,933,779.00	0.00	0.00	0.00	-4,933,779.00	.0%
450 51200		SALARIES					
	566,520.00	566,520.00	169,767.09	41,502.26	0.00	396,752.91	30.0%
450 51210		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 51350		PART-TIME					
	30,617.00	30,617.00	5,727.92	1,412.61	0.00	24,889.08	18.7%
450 51400		OVERTIME					
	90,000.00	90,000.00	25,228.46	7,842.55	0.00	64,771.54	28.0%
450 52100		FICA					
	52,566.00	52,566.00	14,081.75	3,551.84	0.00	38,484.25	26.8%
450 52200		RETIREMENT					
	193,060.00	193,060.00	64,353.32	16,088.33	0.00	128,706.68	33.3%
450 52300		HEALTH INSUR					
	168,176.00	168,176.00	52,828.76	13,548.78	0.00	115,347.24	31.4%

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 52301		LIFE INSUR					
	2,967.00	2,967.00	908.32	232.68	0.00	2,058.68	30.6%
450 52350		OPEB COSTS					
	18,861.00	18,861.00	6,287.00	1,571.75	0.00	12,574.00	33.3%
450 52400		WORKERS' COMP					
	15,932.00	15,932.00	5,310.68	1,327.67	0.00	10,621.32	33.3%
450 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 53200		AUDITING					
	14,345.00	14,345.00	4,781.68	1,195.42	0.00	9,563.32	33.3%
450 53400		CONTRACTUAL					
	250,128.00	250,128.00	64,140.88	10,415.58	9,900.00	176,087.12	29.6%
450 54000		TRAINING/TRAVEL					
	13,875.00	13,875.00	4,552.50	975.00	0.00	9,322.50	32.8%
450 54100		COMM - PHONE/FAX/ALARM					
	2,700.00	2,700.00	210.73	138.10	0.00	2,489.27	7.8%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	862.51	235.99	0.00	1,537.49	35.9%
450 54103		COMMUNICATIONS-INTERNET					
	3,335.00	3,335.00	1,150.20	277.60	0.00	2,184.80	34.5%
450 54200		POSTAGE					
	500.00	500.00	214.90	129.24	0.00	285.10	43.0%
450 54300		UTILITIES ELECTRIC					
	170,000.00	170,000.00	62,241.46	16,120.37	0.00	107,758.54	36.6%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	5,820.61	1,728.23	0.00	25,466.39	18.6%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	69.75	0.00	0.00	7,730.25	.9%
450 54400		RENTALS/LEASES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 54500		INSURANCE					
	80,793.00	80,793.00	26,931.00	6,732.75	0.00	53,862.00	33.3%
450 54610		R/M BLDG & GROUNDS					
	40,000.00	40,000.00	3,358.74	1,870.47	0.00	36,641.26	8.4%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	40,720.08	24,749.38	0.00	69,279.92	37.0%
450 54630		R/M VEHICLES-LABOR					
	20,000.00	20,000.00	7,113.75	3,005.00	0.00	12,886.25	35.6%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	14,652.07	6,564.23	0.00	25,347.93	36.6%
450 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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WASTEWATER

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54910		BILLING COSTS					
	167,500.00	167,500.00	55,833.36	13,958.34	0.00	111,666.64	33.3%
450 54920		UTILITY ADMIN COSTS					
	130,000.00	130,000.00	43,333.32	10,833.33	0.00	86,666.68	33.3%
450 55100		OFFICE SUPPLIES					
	2,250.00	2,250.00	11.64	0.00	0.00	2,238.36	.5%
450 55200		OPERATING SUPPLIES					
	175,470.00	175,470.00	46,255.37	10,328.03	2.03	129,212.60	26.4%
450 55210		UNIFORMS					
	5,575.00	5,575.00	2,388.13	39.98	0.00	3,186.87	42.8%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	1,500.00	424.25	0.00	0.00	1,075.75	28.3%
450 55230		GAS/OIL					
	35,000.00	35,000.00	11,129.28	1,905.90	0.00	23,870.72	31.8%
450 55240		CHEMICALS					
	46,000.00	46,000.00	18,253.00	6,382.00	0.00	27,747.00	39.7%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	4,341.68	0.00	233.32	3,425.00	57.2%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	201.75	162.50	0.00	1,698.25	10.6%
450 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 56300		IMPROVEMENTS					
	590,000.00	590,000.00	187,252.34	122,926.04	53,097.60	349,650.06	40.7%
450 56400		MACH/EQUIP					
	387,500.00	387,500.00	98,112.20	33,469.00	184,425.00	104,962.80	72.9%
450 56401		EQUIP-NON CAPITAL					
	24,000.00	24,000.00	4,360.00	0.00	0.00	19,640.00	18.2%
450 57000		SETTLEMENT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 57100		PRINCIPAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 57200		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 57300		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 59100		TRANSFER TO GENERAL FUND					
	360,000.00	360,000.00	120,000.00	30,000.00	0.00	240,000.00	33.3%
450 59230		TRANSFER TO UTIL ACQ DS					
	510,965.00	510,965.00	170,321.68	42,580.42	0.00	340,643.32	33.3%
450 59330		TRANSFER TO WW CAPITAL					
	500,000.00	500,000.00	166,666.68	41,666.67	0.00	333,333.32	33.3%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	200,000.00	50,000.00	0.00	400,000.00	33.3%

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WASTEWATER

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>450 59900</u>		CONTINGENCY					
	5,347,701.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>450 59990</u>		RESERVE					
	0.00	5,347,701.00	0.00	0.00	0.00	5,347,701.00	.0%
TOTAL WASTEWATER	0.00	0.00	-229,251.99	35,508.35	247,657.95	-18,405.96	100.0%
	TOTAL REVENUES						
	-10,819,223.00	-10,819,223.00	-1,939,450.83	-489,959.69	0.00	-8,879,772.17	
	TOTAL EXPENSES						
	10,819,223.00	10,819,223.00	1,710,198.84	525,468.04	247,657.95	8,861,366.21	
	GRAND TOTAL						
	0.00	0.00	-229,251.99	35,508.35	247,657.95	-18,405.96	100.0%

** END OF REPORT - Generated by Barbara Rathmell **

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City of Fernandina Beach
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WATER

FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
460 33120		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 33420		FEMA STATE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 34346		WATER CHARGES					
	-3,990,521.00	-3,990,521.00	-1,319,463.88	1338,908 -303,706.12	0.00	-2,671,057.12	33.1%
460 34610		WATER TAP CHARGES					
	-87,500.00	-87,500.00	-35,888.61	-6,767.09	0.00	-51,611.39	41.0%
460 34620		WATER METER INSTALLATION FEES					
	-18,750.00	-18,750.00	-9,721.83	-4,121.83	0.00	-9,028.17	51.8%
460 34621		WATER NONPAY RECONNECT FEE					
	-60,000.00	-60,000.00	-20,085.00	-4,875.00	0.00	-39,915.00	33.5%
460 34634		WATER OVERPAYMENT					
	0.00	0.00	19.14	19.14	0.00	-19.14	100.0%
460 34910		MISCELLANEOUS FEES					
	-15,000.00	-15,000.00	-4,270.00	-420.00	0.00	-10,730.00	28.5%
460 36110		INTEREST					
	-2,800.00	-2,800.00	0.00	0.00	0.00	-2,800.00	.0%
460 36120		UNREALIZED GAIN					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36310		IMPACT FEES- INCORPORATED AREA					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36323		EXTENSION CHARGES					
	-8,400.00	-8,400.00	-1,650.00	-1,400.00	0.00	-6,750.00	19.6%
460 36420		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36800		CAPITAL CONTRIBUTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 36995		LATE FEES					
	-16,000.00	-16,000.00	-6,037.09	-1,307.53	0.00	-9,962.91	37.7%
460 38145		FROM WASTEWATER					
	-600,000.00	-600,000.00	-200,000.00	-50,000.00	0.00	-400,000.00	33.3%
460 38910		CASH BALANCE FORWARD					
	-3,242,441.00	-3,242,441.00	0.00	0.00	0.00	-3,242,441.00	.0%
460 38912		RESERVE - R & R FUND					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%

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WATER

FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 51200		SALARIES					
	544,069.00	544,069.00	151,872.28	36,910.77	0.00	392,196.72	27.9%
460 51210		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 51300		SEASONAL/TEMPORARY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 51400		OVERTIME					
	95,000.00	95,000.00	28,893.14	6,174.20	0.00	66,106.86	30.4%
460 52100		FICA					
	48,889.00	48,889.00	13,547.42	3,209.31	0.00	35,341.58	27.7%
460 52200		RETIREMENT					
	205,788.00	205,788.00	68,596.00	17,149.00	0.00	137,192.00	33.3%
460 52300		HEALTH INSUR					
	125,150.00	125,150.00	34,964.00	8,566.25	0.00	90,186.00	27.9%
460 52301		LIFE INSUR					
	2,926.00	2,926.00	837.52	208.77	0.00	2,088.48	28.6%
460 52350		OPEB COSTS					
	26,198.00	26,198.00	8,732.68	2,183.17	0.00	17,465.32	33.3%
460 52400		WORKERS' COMP					
	18,304.00	18,304.00	6,101.32	1,525.33	0.00	12,202.68	33.3%
460 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 53200		AUDITING					
	9,815.00	9,815.00	3,271.68	817.92	0.00	6,543.32	33.3%
460 53400		CONTRACTUAL					
	175,046.00	175,046.00	22,721.23	5,865.88	6,952.00	145,372.77	17.0%
460 54000		TRAINING/TRAVEL					
	11,920.00	11,920.00	1,143.63	245.00	0.00	10,776.37	9.6%
460 54100		COMM - PHONE/FAX/ALARM					
	1,700.00	1,700.00	269.40	179.60	0.00	1,430.60	15.8%
460 54101		COMMUNICATIONS-CELLULAR					
	3,500.00	3,500.00	1,402.72	348.01	0.00	2,097.28	40.1%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	1,129.06	390.70	0.00	4,120.94	21.5%
460 54200		POSTAGE					
	1,825.00	1,825.00	25.17	25.17	0.00	1,799.83	1.4%
460 54300		UTILITIES ELECTRIC					
	200,000.00	200,000.00	59,400.33	12,835.54	0.00	140,599.67	29.7%
460 54310		UTILITIES-WATER & WASTEWATER					
	2,060.00	2,060.00	245.63	70.18	0.00	1,814.37	11.9%

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 City of Fernandina Beach
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WATER

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 54320		UTILITIES-PROPANE/OTHER					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
460 54440		LAND RENT					
	12,436.00	12,436.00	4,183.00	1,045.75	0.00	8,253.00	33.6%
460 54500		INSURANCE					
	34,234.00	34,234.00	11,411.32	2,852.83	0.00	22,822.68	33.3%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	2,971.27	0.00	0.00	28.73	99.0%
460 54620		R/M EQUIPMENT					
	280,000.00	280,000.00	2,480.73	708.99	0.00	277,519.27	.9%
460 54630		R/M VEHICLES-LABOR					
	15,000.00	15,000.00	2,883.75	567.50	0.00	12,116.25	19.2%
460 54640		R/M VEHICLES-PARTS					
	30,000.00	30,000.00	3,110.86	902.12	0.00	26,889.14	10.4%
460 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 54800		PROMOTIONAL					
	4,000.00	4,000.00	1,720.89	0.00	0.00	2,279.11	43.0%
460 54902		BAD DEBT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 54910		BILLING COSTS					
	167,500.00	167,500.00	55,833.36	13,958.34	0.00	111,666.64	33.3%
460 54920		UTILITY ADMIN COSTS					
	130,000.00	130,000.00	43,333.32	10,833.33	0.00	86,666.68	33.3%
460 55100		OFFICE SUPPLIES					
	500.00	500.00	6.94	0.00	0.00	493.06	1.4%
460 55200		OPERATING SUPPLIES					
	212,770.00	212,770.00	59,497.78	13,288.47	15,966.83	137,305.39	35.5%
460 55210		UNIFORMS					
	4,875.00	4,875.00	1,873.22	65.50	0.00	3,001.78	38.4%
460 55220		JANITORIAL SUPPLIES					
	250.00	250.00	201.35	0.00	0.00	48.65	80.5%
460 55230		GAS/OIL					
	35,000.00	35,000.00	9,460.32	2,421.89	0.00	25,539.68	27.0%
460 55240		CHEMICALS					
	25,000.00	25,000.00	2,800.00	0.00	0.00	22,200.00	11.2%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%
460 55400		BOOKS/SUBS/DUES					
	5,190.00	5,190.00	991.75	162.50	0.00	4,198.25	19.1%
460 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 56300		IMPROVEMENTS					
	416,000.00	416,000.00	-200.00	0.00	89,395.00	326,805.00	21.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 56400		MACH/EQUIP					
	140,000.00	140,000.00	0.00	0.00	113,467.00	26,533.00	81.0%
460 56401		EQUIP-NON CAPITAL					
	18,500.00	18,500.00	4,360.00	0.00	0.00	14,140.00	23.6%
460 57000		SETTLEMENT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 57100		PRINCIPAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 57200		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 57300		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	60,000.00	15,000.00	0.00	120,000.00	33.3%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,669,465.00	1,669,465.00	556,488.32	139,122.08	0.00	1,112,976.68	33.3%
460 59900		CONTINGENCY					
	3,168,252.00	0.00	0.00	0.00	0.00	0.00	.0%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	0.00	3,168,252.00	0.00	0.00	0.00	3,168,252.00	.0%
TOTAL WATER	0.00	0.00	-370,535.88	-74,944.33	225,780.83	144,755.05	100.0%
	TOTAL REVENUES						
	-8,241,412.00	-8,241,412.00	-1,597,097.27	-372,578.43	0.00	-6,644,314.73	
	TOTAL EXPENSES						
	8,241,412.00	8,241,412.00	1,226,561.39	297,634.10	225,780.83	6,789,069.78	
	GRAND TOTAL						
	0.00	0.00	-370,535.88	-74,944.33	225,780.83	144,755.05	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
STORMWATER MANAGEMENT

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33400		STATE GRANT					
	-500,000.00	-500,000.00	0.00	0.00	0.00	-500,000.00	.0%
470 33700		SJRWMD GRANT					
	-251,283.00	-251,283.00	-26,567.39	0.00	0.00	-224,715.61	10.6%
470 34347		WATER DRAINAGE FEES					
	-779,328.00	-779,328.00	-280,493.10	-70,266.40	0.00	-498,834.90	36.0%
470 34910		MISCELLANEOUS FEES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 36800		CAPITAL CONTRIBUTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 38101		FROM GENERAL FUND					
	-21,515.00	-21,515.00	-7,171.68	-1,792.92	0.00	-14,343.32	33.3%
470 38910		CASH BALANCE FORWARD					
	-191,500.00	-191,500.00	0.00	0.00	0.00	-191,500.00	.0%
470 51200		SALARIES					
	207,809.00	207,809.00	44,317.62	14,043.99	0.00	163,491.38	21.3%
470 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 51400		OVERTIME					
	5,000.00	5,000.00	1,038.73	135.92	0.00	3,961.27	20.8%
470 52100		FICA					
	16,280.00	16,280.00	3,560.69	998.15	0.00	12,719.31	21.9%
470 52200		RETIREMENT					
	69,642.00	69,642.00	23,214.00	5,803.50	0.00	46,428.00	33.3%
470 52300		HEALTH INSUR					
	55,690.00	55,690.00	12,011.75	3,821.60	0.00	43,678.25	21.6%
470 52301		LIFE INSUR					
	1,192.00	1,192.00	266.16	78.15	0.00	925.84	22.3%
470 52350		OPEB COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 52400		WORKERS' COMP					
	6,221.00	6,221.00	2,073.68	518.42	0.00	4,147.32	33.3%
470 53100		PROFESSIONAL SERVICES					
	5,000.00	5,000.00	1,000.00	0.00	0.00	4,000.00	20.0%
470 53200		AUDITING					
	6,040.00	6,040.00	2,013.32	503.33	0.00	4,026.68	33.3%
470 53400		CONTRACTUAL					
	33,475.00	51,975.00	7,967.66	1,433.26	1,445.41	42,561.93	18.1%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
STORMWATER MANAGEMENT

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54000		TRAINING/TRAVEL					
	1,772.00	1,772.00	802.20	44.00	0.00	969.80	45.3%
470 54100		COMM - PHONE/FAX/ALARM					
	216.00	216.00	0.00	0.00	0.00	216.00	.0%
470 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	229.87	115.43	0.00	1,770.13	11.5%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	0.00	0.00	0.00	1,635.00	.0%
470 54200		POSTAGE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 54300		UTILITIES ELECTRIC					
	3,900.00	3,900.00	331.57	83.45	0.00	3,568.43	8.5%
470 54500		INSURANCE					
	959.00	959.00	0.00	0.00	0.00	959.00	.0%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	255.00	0.00	0.00	2,245.00	10.2%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
470 54630		R/M VEHICLES-LABOR					
	12,000.00	12,000.00	982.75	232.75	0.00	11,017.25	8.2%
470 54640		R/M VEHICLES-PARTS					
	15,000.00	15,000.00	4,169.50	610.81	0.00	10,830.50	27.8%
470 54700		PRINTING					
	500.00	500.00	7.90	0.00	0.00	492.10	1.6%
470 54800		PROMOTIONAL					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910		BILLING COSTS					
	33,500.00	33,500.00	11,166.68	2,791.67	0.00	22,333.32	33.3%
470 54920		UTILITY ADMIN COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 55100		OFFICE SUPPLIES					
	2,245.00	2,245.00	0.00	0.00	0.00	2,245.00	.0%
470 55200		OPERATING SUPPLIES					
	17,560.00	17,560.00	10,773.85	2,151.17	1,920.80	4,865.35	72.3%
470 55210		UNIFORMS					
	2,375.00	2,375.00	725.55	90.55	0.00	1,649.45	30.5%
470 55230		GAS/OIL					
	15,000.00	15,000.00	1,967.67	603.20	0.00	13,032.33	13.1%
470 55400		BOOKS/SUBS/DUES					
	750.00	750.00	732.00	232.00	0.00	18.00	97.6%
470 56200		BUILDING					
	100,000.00	100,000.00	19,995.00	14,995.00	3,200.00	76,805.00	23.2%
470 56300		IMPROVEMENTS					
	816,283.00	833,902.00	28,877.60	0.00	5,074.48	799,949.92	4.1%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
STORMWATER MANAGEMENT

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 56400		MACH/EQUIP					
	110,000.00	111,881.00	5,133.50	0.00	106,747.00	0.50	100.0%
470 56401		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 56500		INFRASTRUCTURE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
470 57100		PRINCIPAL					
	41,637.00	41,637.00	41,637.34	0.00	0.00	-0.34	100.0%
470 57200		INTEREST					
	1,393.00	1,393.00	1,331.24	0.00	0.00	61.76	95.6%
470 59900		CONTINGENCY					
	149,552.00	0.00	0.00	0.00	0.00	0.00	.0%
470 59990		RESERVE					
	0.00	111,552.00	0.00	0.00	0.00	111,552.00	.0%
TOTAL STORMWATER	0.00	0.00	-87,649.34	-22,772.97	118,387.69	-30,738.35	100.0%
	TOTAL REVENUES						
	-1,743,626.00	-1,743,626.00	-314,232.17	-72,059.32	0.00	-1,429,393.83	
	TOTAL EXPENSES						
	1,743,626.00	1,743,626.00	226,582.83	49,286.35	118,387.69	1,398,655.48	
	GRAND TOTAL						
	0.00	0.00	-87,649.34	-22,772.97	118,387.69	-30,738.35	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120	FEDERAL GRANT						
480 33148	-4,068,750.00	-4,068,750.00	0.00	0.00	0.00	-4,068,750.00	.0%
480 33210	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 33400	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 33420	-264,000.00	-264,000.00	-95,151.32	-65,010.38	0.00	-168,848.68	36.0%
480 34750	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 34755	-240,000.00	-240,000.00	-64,518.42	-15,771.50	0.00	-175,481.58	26.9%
480 34757	-125,000.00	-125,000.00	-17,894.93	-3,138.90	0.00	-107,105.07	14.3%
480 34759	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
480 34760	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 34762	-26,250.00	-26,250.00	-8,864.39	-2,020.48	0.00	-17,385.61	33.8%
480 34765	-18,000.00	-18,000.00	-10,494.00	-1,360.00	0.00	-7,506.00	58.3%
480 34766	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 34767	-250.00	-250.00	-88.00	-20.00	0.00	-162.00	35.2%
480 34770	-1,200.00	-1,200.00	-672.88	-84.11	0.00	-527.12	56.1%
480 34771	-750,000.00	-750,000.00	0.00	0.00	0.00	-750,000.00	.0%
480 34773	-150,000.00	-150,000.00	0.00	0.00	0.00	-150,000.00	.0%
480 34775	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%
480 34776	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	.0%
480 34777	700.00	700.00	0.00	0.00	0.00	700.00	.0%
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

MARINA

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FOR 2018 04

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 36110	INTEREST					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 36215	NON-TAXABLE RENT					
-11,450.00	-11,450.00	-2,347.41	-782.47	0.00	-9,102.59	20.5%
480 36420	INSURANCE PROCEEDS					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 36990	OTHER REVENUE					
-500.00	-500.00	-177.42	-86.47	0.00	-322.58	35.5%
480 36992	GAIN ON SALE OF ASSET					
-1,200,000.00	-1,200,000.00	0.00	0.00	0.00	-1,200,000.00	.0%
480 38101	FROM GENERAL FUND					
-300,000.00	-300,000.00	-100,000.00	-25,000.00	0.00	-200,000.00	33.3%
480 38240	FROM MARINA DEBT SERVICE					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 38410	LOAN PROCEEDS					
-2,400,000.00	-2,400,000.00	0.00	0.00	0.00	-2,400,000.00	.0%
480 38910	CASH BALANCE FORWARD					
150,450.00	150,450.00	0.00	0.00	0.00	150,450.00	.0%
480 51200	SALARIES					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 51210	WC REIMB					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 51300	SEASONAL/TEMPORARY					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 51350	PART-TIME					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 51400	OVERTIME					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52100	FICA					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52200	RETIREMENT					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52300	HEALTH INSUR					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52301	LIFE INSUR					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52350	OPEB COSTS					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52400	WORKERS' COMP					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 52500	UNEMPLOYMENT					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 53100	PROFESSIONAL SERVICES					
0.00	0.00	0.00	0.00	0.00	0.00	.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

MARINA

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>480 53200</u>		AUDITING					
	6,795.00	6,795.00	2,265.00	566.25	0.00	4,530.00	33.3%
<u>480 53400</u>		CONTRACTUAL					
	403,172.00	403,172.00	102,677.40	27,435.31	0.00	300,494.60	25.5%
<u>480 54000</u>		TRAINING/TRAVEL					
	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	.0%
<u>480 54100</u>		COMM - PHONE/FAX/ALARM					
	1,135.00	1,135.00	1,112.40	741.60	0.00	22.60	98.0%
<u>480 54101</u>		COMMUNICATIONS-CELLULAR					
	2,510.00	2,510.00	222.80	136.89	0.00	2,287.20	8.9%
<u>480 54103</u>		COMMUNICATIONS-INTERNET					
	12,220.00	12,220.00	523.26	174.42	0.00	11,696.74	4.3%
<u>480 54300</u>		UTILITIES ELECTRIC					
	24,000.00	24,000.00	4,460.49	1,621.31	0.00	19,539.51	18.6%
<u>480 54310</u>		UTILITIES-WATER & WASTEWATER					
	19,000.00	19,000.00	6,564.15	1,637.15	0.00	12,435.85	34.5%
<u>480 54400</u>		RENTALS/LEASES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>480 54500</u>		INSURANCE					
	73,946.00	73,946.00	24,968.36	6,242.09	0.00	48,977.64	33.8%
<u>480 54610</u>		R/M BLDG & GROUNDS					
	36,000.00	36,000.00	303.30	24.07	19,899.00	15,797.70	56.1%
<u>480 54620</u>		R/M EQUIPMENT					
	15,750.00	15,750.00	1.29	1.29	0.00	15,748.71	.0%
<u>480 54630</u>		R/M VEHICLES-LABOR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>480 54640</u>		R/M VEHICLES-PARTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>480 54675</u>		R/M MOORING FIELD					
	13,400.00	13,400.00	168.43	0.00	0.00	13,231.57	1.3%
<u>480 54700</u>		PRINTING					
	1,175.00	1,175.00	449.16	0.00	0.00	725.84	38.2%
<u>480 54800</u>		PROMOTIONAL					
	8,464.00	8,464.00	-51.43	0.00	0.00	8,515.43	-.6%
<u>480 54902</u>		BAD DEBT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>480 55100</u>		OFFICE SUPPLIES					
	3,800.00	3,800.00	361.40	70.10	0.00	3,438.60	9.5%
<u>480 55200</u>		OPERATING SUPPLIES					
	35,170.00	35,170.00	4,600.50	1,026.56	0.00	30,569.50	13.1%
<u>480 55210</u>		UNIFORMS					
	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	.0%
<u>480 55220</u>		JANITORIAL SUPPLIES					
	3,300.00	3,300.00	418.30	0.00	0.00	2,881.70	12.7%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

MARINA

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 55230		GAS/OIL					
	250.00	250.00	0.00	0.00	0.00	250.00	.0%
480 55400		BOOKS/SUBS/DUES					
	775.00	775.00	0.00	0.00	0.00	775.00	.0%
480 55500		MERCHANDISE FOR RESALE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 55510		FUEL FOR RESALE					
	626,522.00	626,522.00	0.00	0.00	0.00	626,522.00	.0%
480 56100		LAND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 56199		CONTRA LAND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 56200		BUILDING					
	4,650,000.00	4,650,000.00	0.00	0.00	0.00	4,650,000.00	.0%
480 56300		IMPROVEMENTS					
	545,000.00	545,000.00	145,761.24	86,669.50	8,800.00	390,438.76	28.4%
480 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 56401		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 56499		CONTRA EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 57100		PRINCIPAL					
	332,000.00	332,000.00	0.00	0.00	0.00	332,000.00	.0%
480 57200		INTEREST					
	131,863.00	131,863.00	0.00	0.00	0.00	131,863.00	.0%
480 57300		FINANCING COSTS					
	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
480 59000		DEPRECIATION EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 59240		TRANSFER TO MARINA DS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 59700		IMPAIRMENT LOSS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 59900		CONTINGENCY					
	2,402,653.00	0.00	0.00	0.00	0.00	0.00	.0%
480 59990		RESERVE					
	0.00	2,402,653.00	0.00	0.00	0.00	2,402,653.00	.0%
TOTAL MARINA	0.00	0.00	-5,402.72	13,072.23	28,699.00	-23,296.28	100.0%
	TOTAL REVENUES						
	-9,401,750.00	-9,401,750.00	-300,208.77	-113,274.31	0.00	-9,101,541.23	
	TOTAL EXPENSES						
	9,401,750.00	9,401,750.00	294,806.05	126,346.54	28,699.00	9,078,244.95	
	GRAND TOTAL						
	0.00	0.00	-5,402.72	13,072.23	28,699.00	-23,296.28	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 FLEET REVENUE

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FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
<u>510 33120</u>		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>510 33420</u>		FEMA STATE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>510 36110</u>		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>510 36990</u>		OTHER REVENUE					
	-8,000.00	-8,000.00	13,920.87	14,900.00	0.00	-21,920.87	-174.0%
<u>510 36992</u>		GAIN ON SALE OF ASSET					
	-75,000.00	-75,000.00	-20,951.23	-14,900.00	0.00	-54,048.77	27.9%
<u>510 36994</u>		LOANER VEHICLE REVENUE					
	-1,500.00	-1,500.00	-879.90	-349.20	0.00	-620.10	58.7%
<u>510 38040</u>		PARTS					
	0.00	0.00	-2,899.86	-1,931.04	0.00	2,899.86	100.0%
<u>510 38045</u>		LABOR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>510 38047</u>		HUMANE SOCIETY-PARTS					
	-500.00	-500.00	-14.99	-14.99	0.00	-485.01	3.0%
<u>510 38048</u>		HUMANE SOCIETY-LABOR					
	-500.00	-500.00	-58.75	-58.75	0.00	-441.25	11.8%
<u>510 38049</u>		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-845.28	-228.58	0.00	-2,154.72	28.2%
<u>510 38053</u>		GAS/OIL					
	-333,750.00	-333,750.00	-98,832.56	-25,341.32	0.00	-234,917.44	29.6%
<u>510 38101</u>		FROM GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>510 38144</u>		FROM SANITATION					
	-13,500.00	-13,500.00	-4,500.00	-1,125.00	0.00	-9,000.00	33.3%
<u>510 38410</u>		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>510 38910</u>		CASH BALANCE FORWARD					
	-7,800.00	-7,800.00	0.00	0.00	0.00	-7,800.00	.0%
TOTAL FLEET							
	-443,550.00	-443,550.00	-115,061.70	-29,048.88	0.00	-328,488.30	25.9%
TOTAL REVENUES							
	-443,550.00	-443,550.00	-115,061.70	-29,048.88	0.00	-328,488.30	
5101000 GENERAL FUND							
<u>5101000 38040</u>		PARTS					
	-261,750.00	-261,750.00	-66,716.07	-25,707.53	0.00	-195,033.93	25.5%

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5101000 GENERAL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5101000 38045	LABOR						
	-143,250.00	-143,250.00	-48,000.04	-12,000.01	0.00	-95,249.96	33.5%
TOTAL GENERAL FUND							
	-405,000.00	-405,000.00	-114,716.11	-37,707.54	0.00	-290,283.89	28.3%
TOTAL REVENUES							
	-405,000.00	-405,000.00	-114,716.11	-37,707.54	0.00	-290,283.89	
5103900 CEMETERY							
5103900 38040	PARTS						
	-2,000.00	-2,000.00	-642.74	0.00	0.00	-1,357.26	32.1%
5103900 38045	LABOR						
	-1,500.00	-1,500.00	-538.75	0.00	0.00	-961.25	35.9%
TOTAL CEMETERY							
	-3,500.00	-3,500.00	-1,181.49	0.00	0.00	-2,318.51	33.8%
TOTAL REVENUES							
	-3,500.00	-3,500.00	-1,181.49	0.00	0.00	-2,318.51	
5104100 GOLF COURSE							
5104100 38040	PARTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
5104100 38045	LABOR						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL GOLF COURSE							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
5104200 AIRPORT							
5104200 38040	PARTS						
	-3,500.00	-3,500.00	-833.69	-137.75	0.00	-2,666.31	23.8%
5104200 38045	LABOR						
	-3,500.00	-3,500.00	-1,400.00	-907.50	0.00	-2,100.00	40.0%
TOTAL AIRPORT							
	-7,000.00	-7,000.00	-2,233.69	-1,045.25	0.00	-4,766.31	31.9%
TOTAL REVENUES							
	-7,000.00	-7,000.00	-2,233.69	-1,045.25	0.00	-4,766.31	

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5104400 SANITATION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104400 SANITATION							
5104400 38040	PARTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
5104400 38045	LABOR						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL SANITATION							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
5104500 WASTEWATER							
5104500 38040	PARTS						
	-40,000.00	-40,000.00	-14,652.07	-6,564.23	0.00	-25,347.93	36.6%
5104500 38045	LABOR						
	-20,000.00	-20,000.00	-7,113.75	-3,005.00	0.00	-12,886.25	35.6%
TOTAL WASTEWATER							
	-60,000.00	-60,000.00	-21,765.82	-9,569.23	0.00	-38,234.18	36.3%
TOTAL REVENUES							
	-60,000.00	-60,000.00	-21,765.82	-9,569.23	0.00	-38,234.18	
5104600 WATER							
5104600 38040	PARTS						
	-30,000.00	-30,000.00	-3,110.86	-902.12	0.00	-26,889.14	10.4%
5104600 38045	LABOR						
	-15,000.00	-15,000.00	-2,883.75	-567.50	0.00	-12,116.25	19.2%
TOTAL WATER							
	-45,000.00	-45,000.00	-5,994.61	-1,469.62	0.00	-39,005.39	13.3%
TOTAL REVENUES							
	-45,000.00	-45,000.00	-5,994.61	-1,469.62	0.00	-39,005.39	
5104700 STORMWATER							
5104700 38040	PARTS						
	-15,000.00	-15,000.00	-4,169.50	-610.81	0.00	-10,830.50	27.8%

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5104700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104700 38045	LABOR						
	-12,000.00	-12,000.00	-982.75	-232.75	0.00	-11,017.25	8.2%
TOTAL STORMWATER	-27,000.00	-27,000.00	-5,152.25	-843.56	0.00	-21,847.75	19.1%
TOTAL REVENUES	-27,000.00	-27,000.00	-5,152.25	-843.56	0.00	-21,847.75	
5104800 MARINA							
5104800 38040	PARTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
5104800 38045	LABOR						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL MARINA	0.00	0.00	0.00	0.00	0.00	0.00	.0%
GRAND TOTAL	-991,050.00	-991,050.00	-266,105.67	-79,684.08	0.00	-724,944.33	26.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	111,482.00	111,482.00	34,561.16	8,700.05	0.00	76,920.84	31.0%
510 51210		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 51350		PART TIME SALARIES					
	25,877.00	25,877.00	9,937.75	1,824.31	0.00	15,939.25	38.4%
510 51400		OVERTIME					
	6,000.00	6,000.00	986.09	341.03	0.00	5,013.91	16.4%
510 52100		FICA					
	10,967.00	10,967.00	3,396.89	821.53	0.00	7,570.11	31.0%
510 52200		RETIREMENT					
	36,622.00	36,622.00	12,207.32	3,051.83	0.00	24,414.68	33.3%
510 52300		HEALTH INSUR					
	23,060.00	23,060.00	7,686.75	1,921.69	0.00	15,373.25	33.3%
510 52301		LIFE INSUR					
	550.00	550.00	196.92	49.23	0.00	353.08	35.8%
510 52400		WORKERS' COMP					
	3,428.00	3,428.00	1,142.68	285.67	0.00	2,285.32	33.3%
510 52500		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 53200		AUDITING					
	2,265.00	2,265.00	755.00	188.75	0.00	1,510.00	33.3%
510 53400		CONTRACTUAL					
	22,275.00	22,275.00	18,438.67	911.05	0.00	3,836.33	82.8%
510 54000		TRAINING/TRAVEL					
	2,250.00	2,250.00	50.00	50.00	0.00	2,200.00	2.2%
510 54100		COMM - PHONE/FAX/ALARM					
	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	1,730.00	1,730.00	323.48	100.13	0.00	1,406.52	18.7%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	336.24	112.08	0.00	1,298.76	20.6%
510 54200		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
510 54300		UTILITIES ELECTRIC					
	3,000.00	3,000.00	934.58	274.31	0.00	2,065.42	31.2%
510 54310		UTILITIES-WATER & WASTEWATER					
	1,900.00	1,900.00	649.21	157.86	0.00	1,250.79	34.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54500		INSURANCE					
	20,541.00	20,541.00	6,847.00	1,711.75	0.00	13,694.00	33.3%
510 54610		R/M BLDG & GROUNDS					
	4,500.00	4,500.00	231.59	6.59	0.00	4,268.41	5.1%
510 54620		R/M EQUIPMENT					
	7,750.00	7,750.00	1,321.56	726.85	0.00	6,428.44	17.1%
510 54630		R/M VEHICLES-LABOR					
	2,000.00	2,000.00	162.50	0.00	0.00	1,837.50	8.1%
510 54640		R/M VEHICLES-PARTS					
	3,000.00	3,000.00	411.39	151.24	0.00	2,588.61	13.7%
510 54700		PRINTING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
510 55200		OPERATING SUPPLIES					
	10,370.00	8,234.00	2,964.51	418.56	0.00	5,269.49	36.0%
510 55210		UNIFORMS					
	575.00	675.00	623.93	0.00	0.00	51.07	92.4%
510 55220		JANITORIAL SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 55230		GAS/OIL					
	4,500.00	4,500.00	1,266.79	416.90	0.00	3,233.21	28.2%
510 55240		CHEMICALS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 55400		BOOKS/SUBS/DUES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 56200		BUILDING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 56300		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 56400		MACH/EQUIP					
	60,000.00	60,000.00	20,780.56	0.00	5,180.79	34,038.65	43.3%
510 56401		EQUIP-NON CAPITAL					
	5,700.00	7,736.00	2,036.00	2,036.00	0.00	5,700.00	26.3%
510 57200		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 58600		GAS/OIL COSTS					
	290,000.00	290,000.00	86,009.15	20,162.51	0.00	203,990.85	29.7%
510 58700		VEHICLE PARTS/SRVS COSTS					
	305,000.00	305,000.00	77,432.90	30,669.74	0.00	227,567.10	25.4%
510 59100		TRANSFER TO GENERAL FUND					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
510 59900		CONTINGENCY					
	7,185.00	0.00	0.00	0.00	0.00	0.00	.0%

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 59990	RESERVE					
0.00	7,185.00	0.00	0.00	0.00	7,185.00	.0%
TOTAL FLEET						
991,050.00	991,050.00	291,690.62	75,089.66	5,180.79	694,178.59	30.0%
TOTAL EXPENSES						
991,050.00	991,050.00	291,690.62	75,089.66	5,180.79	694,178.59	
GRAND TOTAL						
991,050.00	991,050.00	291,690.62	75,089.66	5,180.79	694,178.59	30.0%

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REVENUE
NET <REV> EXPS

< 266,106 >	< 79,684 >
25.585	< 4,594 >

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YEAR-TO-DATE BUDGET REPORT
UTILITY BILLING REVENUE

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>520 UTILITY BILLING</u>							
520 34300		UB ADMIN FEES					
	-32,000.00	-32,000.00	-10,513.31	-2,071.83	0.00	-21,486.69	32.9%
520 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 36990		OTHER REVENUE					
	0.00	0.00	-487.52	-327.43	0.00	487.52	100.0%
520 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 38130		FROM CAPITAL IMPROV					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 38146		FROM WATER					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 38410		LOAN PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 38910		CASH BALANCE FORWARD					
	-50,250.00	-50,250.00	0.00	0.00	0.00	-50,250.00	.0%
TOTAL UTILITY BILLING	-82,250.00	-82,250.00	-11,000.83	-2,399.26	0.00	-71,249.17	13.4%
TOTAL REVENUES	-82,250.00	-82,250.00	-11,000.83	-2,399.26	0.00	-71,249.17	
<u>5204200 AIRPORT</u>							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,000.00	-7,000.00	-2,333.36	-583.34	0.00	-4,666.64	33.3%
TOTAL AIRPORT	-7,000.00	-7,000.00	-2,333.36	-583.34	0.00	-4,666.64	33.3%
TOTAL REVENUES	-7,000.00	-7,000.00	-2,333.36	-583.34	0.00	-4,666.64	
<u>5204400 SANITATION</u>							
5204400 38052		CHARGES FOR UB SERVICES					
	-88,000.00	-88,000.00	-29,333.36	-7,333.34	0.00	-58,666.64	33.3%

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5204400 SANITATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL SANITATION	-88,000.00	-88,000.00	-29,333.36	-7,333.34	0.00	-58,666.64	33.3%	
TOTAL REVENUES	-88,000.00	-88,000.00	-29,333.36	-7,333.34	0.00	-58,666.64		
5204500 WASTE WATER								
5204500 38052	CHARGES FOR UB SERVICES	-167,500.00	-167,500.00	-55,833.36	-13,958.34	0.00	-111,666.64	33.3%
TOTAL WASTE WATER	-167,500.00	-167,500.00	-55,833.36	-13,958.34	0.00	-111,666.64	33.3%	
TOTAL REVENUES	-167,500.00	-167,500.00	-55,833.36	-13,958.34	0.00	-111,666.64		
5204600 WATER								
5204600 38052	CHARGES FOR UB SERVICES	-167,500.00	-167,500.00	-55,833.36	-13,958.34	0.00	-111,666.64	33.3%
TOTAL WATER	-167,500.00	-167,500.00	-55,833.36	-13,958.34	0.00	-111,666.64	33.3%	
TOTAL REVENUES	-167,500.00	-167,500.00	-55,833.36	-13,958.34	0.00	-111,666.64		
5204700 STORMWATER								
5204700 38052	CHARGES FOR UB SERVICES	-33,500.00	-33,500.00	-11,166.68	-2,791.67	0.00	-22,333.32	33.3%
TOTAL STORMWATER	-33,500.00	-33,500.00	-11,166.68	-2,791.67	0.00	-22,333.32	33.3%	
TOTAL REVENUES	-33,500.00	-33,500.00	-11,166.68	-2,791.67	0.00	-22,333.32		
GRAND TOTAL	-545,750.00	-545,750.00	-165,500.95	-41,024.29	0.00	-380,249.05	30.3%	

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	208,090.00	208,090.00	66,580.22	15,081.15	0.00	141,509.78	32.0%
520 51210		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 51300		SEASONAL/TEMPORARY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 51350		PART-TIME					
	0.00	0.00	775.57	0.00	0.00	-775.57	100.0%
520 51400		OVERTIME					
	3,000.00	3,000.00	424.87	43.78	0.00	2,575.13	14.2%
520 52100		FICA					
	16,148.00	16,148.00	5,129.62	1,135.55	0.00	11,018.38	31.8%
520 52200		RETIREMENT					
	68,710.00	68,710.00	22,903.32	5,725.83	0.00	45,806.68	33.3%
520 52300		HEALTH INSUR					
	36,960.00	36,960.00	11,550.52	3,079.80	0.00	25,409.48	31.3%
520 52301		LIFE INSUR					
	1,084.00	1,084.00	337.98	85.14	0.00	746.02	31.2%
520 52400		WORKERS' COMP					
	356.00	356.00	118.68	29.67	0.00	237.32	33.3%
520 53100		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 53200		AUDITING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 53400		CONTRACTUAL					
	25,709.00	25,709.00	18,951.38	469.69	0.00	6,757.62	73.7%
520 54000		TRAINING/TRAVEL					
	3,290.00	3,290.00	1,199.30	57.86	0.00	2,090.70	36.5%
520 54100		COMM - PHONE/FAX/ALARM					
	882.00	882.00	103.56	69.04	0.00	778.44	11.7%
520 54101		COMMUNICATIONS-CELLULAR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	336.24	112.08	0.00	1,298.76	20.6%
520 54200		POSTAGE					
	45,000.00	45,000.00	11,997.00	3,999.00	0.00	33,003.00	26.7%
520 54300		UTILITIES ELECTRIC					
	3,500.00	3,500.00	888.33	287.64	0.00	2,611.67	25.4%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	250.96	61.64	0.00	749.04	25.1%

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FOR 2018 04

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 54500	INSURANCE					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 54610	R/M BLDG & GROUNDS					
	1,000.00 1,000.00	664.42	0.00	0.00	335.58	66.4%
520 54620	R/M EQUIPMENT					
	700.00 700.00	0.00	0.00	0.00	700.00	.0%
520 54630	R/M VEHICLES-LABOR					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 54640	R/M VEHICLES-PARTS					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 54700	PRINTING					
	5,800.00 5,800.00	1,324.75	0.00	0.00	4,475.25	22.8%
520 54902	BAD DEBT EXPENSE					
	1,500.00 1,500.00	0.00	0.00	0.00	1,500.00	.0%
520 55100	OFFICE SUPPLIES					
	3,200.00 3,200.00	768.95	392.22	0.00	2,431.05	24.0%
520 55200	OPERATING SUPPLIES					
	49,410.00 49,410.00	20,322.80	7,409.20	0.00	29,087.20	41.1%
520 55210	UNIFORMS					
	700.00 700.00	0.00	0.00	0.00	700.00	.0%
520 55220	JANITORIAL SUPPLIES					
	400.00 400.00	219.89	71.41	0.00	180.11	55.0%
520 55230	GAS/OIL					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 55240	CHEMICALS					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 55400	BOOKS/SUBS/DUES					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 56200	BUILDING					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 56300	IMPROVEMENTS					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 56400	MACH/EQUIP					
	75,000.00 75,000.00	11,669.99	6,318.61	8,850.00	54,480.01	27.4%
520 56401	EQUIP-NON CAPITAL					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 57100	PRINCIPAL					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 57200	INTEREST					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
520 59300	TRANSFER TO CAP IMP					
	10,700.00 10,700.00	0.00	0.00	0.00	10,700.00	.0%
520 59900	CONTINGENCY					
	-18,024.00 0.00	0.00	0.00	0.00	0.00	.0%

02/12/2018 11:51
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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
UTILITY BILLING EXPENSES

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glytdbud

FOR 2018 04

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 59990	RESERVE					
0.00	-18,024.00	0.00	0.00	0.00	-18,024.00	.0%
TOTAL UTILITY BILLING						
545,750.00	545,750.00	176,518.35	44,429.31	8,850.00	360,381.65	34.0%
TOTAL EXPENSES						
545,750.00	545,750.00	176,518.35	44,429.31	8,850.00	360,381.65	
GRAND TOTAL						
545,750.00	545,750.00	176,518.35	44,429.31	8,850.00	360,381.65	34.0%

** END OF REPORT - Generated by Barbara Rathmell **

REVENUE <165,501>
NET <REV> EXPS 11,017

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 33120	FEMA GRANT					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 36110	INTEREST					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 36990	OTHER REVENUE					
0.00	0.00	-100.70	-100.70	0.00	100.70	100.0%
530 38910	CASH BALANCE FORWARD					
-65,800.00	-65,800.00	0.00	0.00	0.00	-65,800.00	.0%
TOTAL UTILITY ADMIN						
-65,800.00	-65,800.00	-100.70	-100.70	0.00	-65,699.30	.2%
TOTAL REVENUES						
-65,800.00	-65,800.00	-100.70	-100.70	0.00	-65,699.30	
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
-165,993.00	-165,993.00	-43,333.32	-10,833.33	0.00	-122,659.68	26.1%
TOTAL WASTE WATER						
-165,993.00	-165,993.00	-43,333.32	-10,833.33	0.00	-122,659.68	26.1%
TOTAL REVENUES						
-165,993.00	-165,993.00	-43,333.32	-10,833.33	0.00	-122,659.68	
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
-165,993.00	-165,993.00	-43,333.32	-10,833.33	0.00	-122,659.68	26.1%
TOTAL WATER						
-165,993.00	-165,993.00	-43,333.32	-10,833.33	0.00	-122,659.68	26.1%
TOTAL REVENUES						
-165,993.00	-165,993.00	-43,333.32	-10,833.33	0.00	-122,659.68	
5304700 STORMWATER						
5304700 38054	CHARGES FOR UTIL ADM					
0.00	0.00	0.00	0.00	0.00	0.00	.0%

02/12/2018 11:53
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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
UTILITIES ADMINISTRATON REVENUE

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glytdbud

FOR 2018 04

5304700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL STORMWATER	0.00	0.00	0.00	0.00	0.00	0.00	.0%
GRAND TOTAL	-397,786.00	-397,786.00	-86,767.34	-21,767.36	0.00	-311,018.66	21.8%

** END OF REPORT - Generated by Barbara Rathmell **

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City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 UTILITIES ADMINISTRATON EXPENSES

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glytdbud

FOR 2018 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200							
	205,134.00	205,134.00	62,592.15	15,472.60	0.00	142,541.85	30.5%
530 51210							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 51350							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 51400							
	1,000.00	1,000.00	279.71	275.94	0.00	720.29	28.0%
530 52100							
	15,769.00	15,769.00	4,508.93	1,116.16	0.00	11,260.07	28.6%
530 52200							
	65,921.00	65,921.00	21,973.68	5,493.42	0.00	43,947.32	33.3%
530 52300							
	38,553.00	38,553.00	12,216.59	3,190.93	0.00	26,336.41	31.7%
530 52301							
	1,041.00	1,041.00	331.06	84.44	0.00	709.94	31.8%
530 52400							
	5,085.00	5,085.00	1,695.00	423.75	0.00	3,390.00	33.3%
530 52500							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 53100							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 53200							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
530 53400							
	9,205.00	9,205.00	3,926.13	358.92	0.00	5,278.87	42.7%
530 54000							
	5,250.00	5,250.00	1,253.01	75.00	0.00	3,996.99	23.9%
530 54100							
	564.00	564.00	51.78	34.52	0.00	512.22	9.2%
530 54101							
	1,640.00	1,640.00	426.38	125.24	0.00	1,213.62	26.0%
530 54103							
	1,662.00	1,662.00	345.00	114.27	0.00	1,317.00	20.8%
530 54200							
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300							
	3,000.00	3,000.00	888.33	287.63	0.00	2,111.67	29.6%
530 54310							
	800.00	800.00	250.97	61.64	0.00	549.03	31.4%

02/12/2018 11:53
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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
UTILITIES ADMINISTRATON EXPENSES

P 2
glytdbud

FOR 2018 04

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 54500	INSURANCE					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
530 54610	R/M BLDG & GROUNDS					
	2,500.00 2,500.00	470.72	358.86	0.00	2,029.28	18.8%
530 54620	R/M EQUIPMENT					
	2,500.00 2,500.00	0.00	0.00	0.00	2,500.00	.0%
530 54630	R/M VEHICLES-LABOR					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
530 54640	R/M VEHICLES-PARTS					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
530 54700	PRINTING					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
530 55100	OFFICE SUPPLIES					
	4,000.00 4,000.00	283.74	184.94	0.00	3,716.26	7.1%
530 55200	OPERATING SUPPLIES					
	7,430.00 7,430.00	165.47	5.50	0.00	7,264.53	2.2%
530 55210	UNIFORMS					
	800.00 800.00	199.49	0.00	0.00	600.51	24.9%
530 55220	JANITORIAL SUPPLIES					
	6,000.00 6,000.00	219.88	71.41	0.00	5,780.12	3.7%
530 55230	GAS/OIL					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
530 55240	CHEMICALS					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
530 55400	BOOKS/SUBS/DUES					
	3,000.00 3,000.00	50.45	0.00	0.00	2,949.55	1.7%
530 56200	BUILDING					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
530 56300	IMPROVEMENTS					
	10,000.00 10,000.00	3,900.00	3,900.00	0.00	6,100.00	39.0%
530 56400	MACH/EQUIP					
	0.00 0.00	0.00	0.00	0.00	0.00	.0%
530 56401	EQUIP-NON CAPITAL					
	1,500.00 1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 59900	CONTINGENCY					
	3,932.00 0.00	0.00	0.00	0.00	0.00	.0%
530 59990	RESERVE					
	0.00 3,932.00	0.00	0.00	0.00	3,932.00	.0%
TOTAL UTILITY ADMIN						
	397,786.00 397,786.00	116,028.47	31,635.17	0.00	281,757.53	29.2%
TOTAL EXPENSES						
	397,786.00 397,786.00	116,028.47	31,635.17	0.00	281,757.53	
GRAND TOTAL						
	397,786.00 397,786.00	116,028.47	31,635.17	0.00	281,757.53	29.2%

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REVENUE
NET <REV> EXPS
86,767
29,261

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Approval of Minutes

REQUESTED ACTION: Approve Minutes

SYNOPSIS:

The following minutes are attached for the City Commission's review and consideration for approval:

Special Meeting July 25, 2017
Workshop Meeting August 20, 2017

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	02/07/2018
Nicole Bednar, Administrative Services Manager	02/07/2018
Dale Martin, City Manager	02/12/2018

Date: February 02, 2018

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida met in a Special Meeting on Tuesday, July 25, 2017 at 5:00 pm in the City Commission Chambers. Present were Vice Mayor Len Kreger presiding, Commissioners John A. Miller and Roy G. Smith. Also present were City Clerk Caroline Best, City Manager Dale L. Martin and City Attorney Tammi Bach. Absent were Mayor Robin C. Lentz and Commissioner Tim Poynter.

Vice-Mayor Kreger called the meeting to order and led the Pledge of Allegiance to the Flag.

ITEMS NOT ON THE AGENDA: Vice Mayor Kreger introduced Nassau County Board of County Commissioner Danny Leeper and Tourist Development Council Executive Director Gil Langley who presented a check in the amount of \$864,000 to the U.S. Army Corps of Engineers to benefit the beach renourishment project. Commissioner Leeper thanked Tourist District Council Executive Director Gil Langley and council members Mayor Robin Lentz and Commissioner Tim Poynter for their dedication and commitment. Mr. Langley remarked that the check along with the proceeds from the 4% bed tax totals \$1.5 million dollars towards their number one priority; to protect and renew the local beaches. Vice Mayor Kreger noted the City's beaches have grown because of this excellent project.

4.1. RESOLUTION 2017-114 SETTING A TENTATIVE MILLAGE RATE FOR OPERATING EXPENSES FOR THE CITY FOR FISCAL YEAR 2017/2018; SETTING THE TENTATIVE MILLAGE RATE FOR VOTER APPROVED DEBT SERVICE: According to the agenda support documents Resolution 2017-114 establishes the Tentative Operating and Voter Approved Debt Millage Rates for FY 2017/2018. City Manager Martin explained Resolution 2017-114 sets the tentative millage rate at 6.000 and the voter approved debt service millage of 0.2097 for a total millage of 6.2097. **A motion was made by Commissioner Miller, seconded by Commissioner Smith to approve Resolution 2017-114.** Vice Mayor Kreger explained this is the maximum allowable millage but it can be reduced through the impending budget workshops. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

5. DETERMINE UPCOMING BUDGET WORKSHOP DATES: City Manager Martin recommended having the first budget workshop on Thursday, August 10th at 6:00 pm and if necessary another budget workshop would be held on Monday, August 14th at 6:00 pm. **The consensus of the City Commission was to schedule the budget workshops; August 10th at 6:00 pm and August 14th at 6: 00pm.**

CITY MANAGER REPORTS: City Manager Martin had no reports at this time.

CITY ATTORNEY REPORTS:

EXECUTIVE SESSION: City Attorney Tammi Bach asked for a closed Attorney Client Session on Tuesday August 1st at 5:00 pm prior to the 6: 00 pm City Commission Regular Meeting regarding the Columbia Cascade playground equipment case. The consensus of the City Commission was the have the Attorney Client Session Tuesday August 1st at 5:00.

MINUTES
City Commission Special Meeting
July 25, 2017
Page 2 of 2

CITY CLERK REPORTS: City Clerk Best had no comments at this time.

COMMISSIONER COMMENTS: The Commissioners had no comments at this time.

ADJOURNMENT: There being no further business to come before the Commission, the meeting was adjourned at 5:23pm.

ATTEST:

Caroline Best
City Clerk

John A. Miller
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida met in a Workshop on Thursday August 10, 2017 at 5:00 pm in the City Commission Chambers. Present were Mayor Robin C. Lentz presiding, Vice Mayor Len Kreger, Commissioners John A. Miller, Roy G. Smith, and Tim Poynter. Also present were City Clerk Caroline Best, City Manager Dale L. Martin and City Attorney Tammi Bach.

Mayor Lentz called the meeting to order and led the Pledge of Allegiance to the Flag.

4. CITY MANAGER SUMMARY: City Manager Dale Martin began the review of the second draft of the 2017/2018 fiscal year budget by thanking City staff and Department Directors for their input, fellow Charter Officers City Clerk Caroline Best and City Attorney Tammi Bach, and a special thanks to Administrative Services Manager Nicole Bednar. City Manager Martin provided a presentation, the first slide illustrated City boundaries noting streets located outside City limits, although a part of the community, are not considered in formal decision making within the City. The 2017/2018 budget proposal includes a proposed reduction of .1 millage going from 6.3044 millage to 6.2097 millage. The taxable value has exceeded \$2 billion dollars; on a total value number the City has nearly recovered the value of the losses (on an aggregate level) from the great recession. City Manager Martin and Finance Comptroller Patti Clifford recently met with Nassau County Property Appraiser Michael Hickox regarding a variety of issues including the potential impact of next years increased homestead exemptions which may not be as impactful as initially feared however the growth this year was approximately 12%, the State is projecting growth will continue at six to eight percent over the next few years. Based on tax revenues, the millage rate is projected at approximately \$12 million dollars of property tax revenues and total general fund revenues are up approximately \$1 million dollars for a total of \$19,742,644. To formally approve this millage rate, since it exceeds the rollback rate, it will require a super majority, or four of the five Commissioners to vote in favor of this budget. The impact to community homeowners, if there is no change in property value, can expect a decrease of approximately \$10 per \$100,000. According to Nassau County Property Appraiser Mr. Hickox there are approximately 5,200 single family homes of which 3,500 are homesteaded and those will have tax increases of approximately \$9 per \$100,000. If a home is not homesteaded or non-residential there is a possible tax increase of 10.4% or \$55 per 1,000 of taxable value.

City Manager Martin asked if there were any questions regarding the general fund operational budget which provides departmental line items for supplies, equipment, personnel, etc. Also, there are two upcoming public hearings based upon this budget. Mayor Lentz expressed curiosity about the Capital Improvement Plan (CIP) noting some departments had five year CIP's and some had three year CIP's. She expressed concern that all Departments be committed to long term planning.

City Manager Martin showed a slide with current staff positions and openings as well as preparing for the impending retirement of Finance Comptroller Patti Clifford, there will be further discussions regarding budgeting. City Manager Martin reviewed new personnel included in the presented budget, noting the Public Information Officer and Parks &

Recreation part-timer have already been hired. Proposed additional positions include: Finance Comptroller, IT Specialist (part-time), HR Generalist (full-time), Patrol Officer (conditional), Service Aide (part-time), Building Inspector, Staff Assistants (three; part-time in the Community Development Department), Conservation Manager, Aquatics Supervisor, Cemetery Maintenance, Stormwater Engineer and Heavy Equipment Operator. Vice Mayor Kreger recommended eliminating the proposed Conservation Manager and Stormwater Engineer positions and maintain the Aquatics Supervisor position, and further discussion is needed as to whether the proposed Heavy Equipment Operator position is necessary.

City Manager Martin continued that the capital projects in the budget are: streets and sidewalks, Roosevelt Avenue parking, software, vehicles, beach access replacements, beach renourishment activities, Atlantic Recreation Center pool, Peck Center windows, Martin Luther King, Jr. Center renovations, Buccaneer Field improvements, Police and Fire radios, Police Station roof, Egan's Creek Park improvements, cemetery improvements, golf carts, airport terminal, marina redevelopment and utility systems projects. Vice Mayor Kreger agreed with Mayor Lentz that the CIP is supposed to represent a five year plan in accordance with the Comprehensive Plan; this budget has serious gaps and does not meet the requirements of State law or good planning. City Manager Martin commented when the budget is presented at the upcoming budget hearings, he will ensure each department has submitted a five year CIP.

City Manager Martin explained the first draft of the budget on July 18 underestimated the amount of expected State revenues. Finance Comptroller Patti Clifford, in working with the State, unveiled \$363,000 to consider personnel and projects that had previously been reduced from the original proposed budget. Based upon this now available additional funding (\$363,000) City Manager Martin went down a list of proposed budget increases. ***The consensus of the City Commission was as follows:***

- ***Eliminate proposed full-time Purchasing Agent***
- ***Eliminate proposed Stormwater Engineer/Replace with Full time laborer***
- ***Add full-time Maintenance Worker***
- ***Eliminate proposed Conservation Manager***
- ***Maintain existing Aquatics Supervisor***
- ***Add full-time Police Service Aide***

Moving on to projects; City Manager Martin explained the City Commission Discretionary Fund in the amount of \$10,000 allows each Commissioner to contribute \$2,000 towards community centric organizations. Each Commissioner contributed to the Little Free Library project. Vice Mayor Kreger contributed \$1,760 to the Veterans Treatment Court. Commissioner Miller contributed the balance of his discretionary funds to low income youth to be able to participate in City sponsored aquatic programs. City Manager Martin asked whether this discretionary funding should be made available to Commissioners in the next fiscal year budget; ***the consensus of the City Commission was to remove the discretionary finding account.***

After additional discussion regarding the additional funds (\$363,000) ***the consensus of the City Commission was to add/remove the following budget items:***

- ***Add \$5,000 for 4th of July fireworks***
- ***Add \$20,000 for Parks & Recreation organizational survey***
- ***Add \$38,000 for Fire Department vehicle***
- ***Add \$15,000 for Fire Department Ocean Rescue all-terrain vehicles***
- ***Add \$20,208 for Fire Department chest compression system equipment***
- ***Add \$10,000 for Housing Needs Assessment***
- ***Add \$49,500 for Street and Sidewalk infrastructure survey***
- ***Remove \$10,000 for paved parking along South Fletcher Avenue in front of Beach Access 33***
- ***Add \$75,000 for Motor Grader***
- ***Remove \$20,000 for Roosevelt Avenue beach access parking area installation***
- ***Add \$42,000 for Downtown Street improvements***
- ***Remove \$150,000 for Marina Dredging project***
- ***Remove \$150,000 Nature Center***
- ***Remove \$250,000 for Land Acquisition fund***

City Manager Martin explained the City has seven enterprise funds; funded through user charges: Golf Course, Airport, Sanitation, Wastewater, Water, Stormwater and Marina. City Manager Martin noted the Sanitation, Wastewater, and Water funds are financially stable. The Stormwater Department was established this year and the following fee increases are proposed in order to support woefully neglected stormwater infrastructure improvements; single family residential/commercial was \$4.00, proposed increase to \$12.00; residential/commercial (private system) was \$2.00, proposed increase to \$6.00; multi-family/commercial was \$2.00, proposed increase to \$6.00; multi-family/commercial (private system) was \$1.00, proposed increase to \$3.00. Stormwater Manager Andre Desilet explained the current projected revenue under the existing fee structure would be just shy of \$260,000. In this budget the Stormwater Department is proposing to purchase two new vehicles as the existing vehicles need constant repairs; also in this budget cycle the Stormwater Department proposes adding two new Stormwater Department positions, these projects will not be possible without the proposed fee increases and will further delay current and future stormwater capital improvement projects. ***The consensus of the City Commission was to discuss the proposed stormwater fee increases at the next City Commission Regular Meeting.***

City Manager Martin explained the Airport is funded through grants, leases, rents and events. There are no property tax dollars used to support the airport. The projected 2017 ending cash balance is \$1,020,728. The 2018 projects are the airport terminal building construction, bulk hangar repairs and a rate study. Commissioner Smith stated City Attorney Bach spends a lot of her time on airport related matters and since tax payer dollars pay City Attorney Bach's salary the airport should reimburse the general fund for the her salary. Noting the same could

be said for the marina, golf course. Comptroller Patti Clifford clarified the City enjoys the use and value of the recreational land at the airport. If the airport is to pay a portion of City staff salaries the City in turn would have to reimburse the Airport for use of its land.

City Manager Martin explained the financial challenges at the Golf Course are attributable to the general golf economy and specific capital projects. The net transfers from the Golf Course to the general fund equates to approximately \$1.3 million. The challenge becomes how to generate additional or alternative revenue for the Golf Course. Showing a PowerPoint slide of Golf Course properties located north of the Amelia Island Parkway, City Manager Martin suggested these parcels be sold, used for alternative activities, or fee based recreational purposes.

Golf Course Manager Mr. Steve Murphy stated the golf economy across the country has taken a hit since the 2008 recession. Repurposing some of the Golf Course lands would benefit the Golf Course and the City depending on what the City desires; a water park, a luxury RV park, a par three course, hiking trails, biking trails, tennis courts, swimming pools etc. Commissioner Miller liked the idea of a par 3 course. Commissioner Poynter noted he can't imagine anything worse than selling the Golf Course for development. There was additional discussion regarding the pros and cons of selling the golf carts which have reached the end of their service life and the pros and cons of having enterprise funds versus making them a part of the general fund.

City Manager Martin expressed the Marinas financial challenges are related to cost of capital improvements and annual debt service of \$450,000 - \$550,000 with transfer's from General Fund since 2013 averaging \$300,000; net transfers, \$1.8 million accumulated (through 2017); projected deficit: \$525,000. City Manager Martin explained reconfiguring the breakwater attenuator, relocating the channel, and constructing additional docks for rental will all generate additional revenues. Marina Manager Joe Springer spoke to the overall Marina damage sustained during recent hurricanes and the steps needed to make the Marina fully operational. There was discussion among the Commissioners regarding charging a fee for boaters to use the public boat ramp and boater activity keeping the water turbidity at a level that discourages siltation i.e. re-suspending the particulate matter. City Manager Martin spoke to other big ticket budget considerations; Marina repairs, paid parking software, redeveloping the waterfront, opening the Alachua Street Railroad Crossing, acquiring the post office. Noting none of these items are in the budget at this time but may come to fruition later in the year.

6. PUBLIC COMMENT: Mr. CA McDonald, 94250 Summer Breeze Drive, representing the Nassau County Economic Development Board (NCEDB) explained he is here to help the City Commission understand what NCEDB has been doing the last year and to request a donation. Showing a presentation Mr. McDonald reported goals of the NCEDB include sound fiscal practices, increasing jobs countywide, strengthen and enhance relationships across Nassau County civic organizations, build relationships to the brokerage community; locally, regionally, staff development and growing countywide capital projects by \$250

million. Other NCEDB objectives are to continue recruitment efforts for both domestic and international business and continue business retention/expansion efforts. Highlighted projects in the pipeline include: Project Green (Retail): \$3 million, Project Wood (Manufacturing): \$7 million, Project AI (Healthcare): \$5 million, Project Suite (Hospitality): \$10 million, Project Mitt (Manufacturing): \$1 billion, and many more. After additional discussion ***the consensus of the City Commission was to award a grant allocation of \$25,000 to the NCEDB. Approved 4-1 (nay: Commissioner Smith).***

5. NON-PROFIT GRANT ALLOCATIONS: *The consensus of the City Commission was as allot grant funding to the following non-profit organizations:*

- ***Jacobs & Scholtz - \$85,000 (lobby services)***
- ***Main Street Consultant \$40,000***
- ***Visioning Facilitator - \$1,500***
- ***Museum funding - \$10,000***
- ***Episcopal Children's Services - \$2,500***
- ***Nassau Mental Health (Starting Point) - \$10,000***
- ***Micah's Place Inc. - \$3,000***
- ***Barnabus Center - \$5,000***
- ***Family Support Services - \$ 1,500***
- ***America's Youth Inc. - \$2,500***
- ***Salvation Army of Nassau County - \$5,000***
- ***The ARC Nassau - \$2,000***
- ***Nassau County Council on Aging - \$40,000 (includes \$10,000 trolley operations)***

7. ADJOURNMENT: There being no additional comments the Workshop was adjourned at 9:08 pm.

ATTEST:

CAROLINE BEST
City Clerk

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: **Corrected** Resolution 2017-211
Purchase Approval - Gametime

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Approve **Corrected** Resolution 2017-211

SYNOPSIS: By recommendation of the Parks & Recreation Advisory Committee, the City budgeted for the purchase of shade structures at Martin Luther King (MLK), Jr. Park playground, Main Beach Park playground, and the four Egans Creek Park fitness areas in the Fiscal Year 2017/2018.

Staff has selected one four-post hip shades each for the MLK, Jr. Park and Main Beach Park playgrounds, and three four-post hip shades and one six-post hip shade for the Egans Creek Park fitness areas (total of six structures). The shade structures can be purchased from GameTime under the U. S. Communities Government Purchasing Alliance contract #2017001134 for the discounted cost of \$111,119.82. This purchase is made pursuant to Section 2-431(4) which allows for cooperative purchasing without a separate competitive bid process.

Staff recommends approval of this purchase.

The attached Resolution approved at the December 19, 2017, City Commission Regular Meeting was mistakenly coded to the Capital Expansion Improvements account. The purchase should have been coded to the Capital Expansion Buildings account as is provided for in the FY 2017/2018 budget.

FISCAL IMPACT: Funds for these projects are available in FY 2017/2018, project #'s: 18018 and 18019.

The corrected Resolution changes the account number from the Capital Expansion Improvements account, 3107200 56300 to the budgeted Capital Expansion Building account, 3107200 56200.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed corrected Resolution 2017-211.

Nan Voit, Parks & Recreation Director	02/01/2018
Nicole Bednar, Administrative Services Manager	02/01/2018
Dale Martin, City Manager	02/07/2018
Tammi E. Bach, City Attorney	02/08/2018
Nan Voit, Parks & Recreation Director	02/08/2018

A handwritten signature in blue ink that reads "Patti Clifford".

Date: February 01, 2018

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Adopt

CORRECTED
RESOLUTION 2017-211

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE COOPERATIVE PURCHASE AND INSTALLATION OF SHADE STRUCTURES AT EGANS CREEK PARK, MARTIN LUTHER KING PARK, AND MAIN BEACH PARK FROM GAMETIME; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach budgeted to purchase shade structures to cover the playground and fitness equipment at three City parks in Fiscal Year 2017/2018; and

WHEREAS, six shade structures can be purchased through U.S. Communities Government Purchasing Alliance contract # 2017001134 for \$111,119.82 under the City's purchasing code Section 2-431(4), Open Market Purchases; and

WHEREAS, funding for these items is available in Capital Expansion ~~Improvements~~ Building account # 3107200 ~~56300~~ 56200, project #'s: 18018 and 18019.

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 purchase and installation of six shade structures from GameTime in the total amount of \$111,119.82.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute documents relating to the purchase and installation upon review and approval of the City Attorney.

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

ADOPTED this 20th day of February, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
 www.playdrp.com

QUOTE
 #80861

11/28/2017

Shade Proposal - MLK Park (11-28-17)

City of Fernandina Beach Parks & Recreation
 Attn: Jason Brown
 510 South 10th Street
 Fernandina Beach, FL 32034
 Phone: 904-277-7256
 jbrown@fbfl.org

Ship To Zip: 32034

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	Custom	GT-Shade - Custom Hip Rectangle Shade - 46'x38' x 14' entry	\$17,818.00	7.00	\$16,570.74	\$16,570.74
1	INSTALL	5-Star Plus - Freestanding Shade Installation - Shade Framing - <i>Shade Structure installation - Performed by a Certified Installer, includes meeting and unloading delivery truck and signed completion forms.</i>			\$10,334.00	\$10,334.00
1	Crane	5-Star Plus - Lull Forklift (Crane) - For Shade Installation - <i>Per Day Rental - Owner to provide access to site for lull, installer not responsible for damage to grass, sod, sidewalk or anything on accessible route to site.</i>			\$1,200.00	\$1,200.00
4	SF4	5-Star Plus - Shade Footer Size 4 (each) - Extra Large			\$575.00	\$2,300.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2014 5th Ed Building Code Drawings			\$975.00	\$975.00
1	Permits	5-Star Plus - Building Permits - <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>			\$1,000.00	\$1,000.00

Site to be verified and measured by Certified Installer prior to acceptance of order for proper fit, access, and other little notes.

SubTotal: \$32,379.74
 Freight: \$1,550.00
Total Amount: \$33,929.74

OTHER to remove the existing swing frame.

Contract: USC

This quote was prepared by Rob Dominica, President.
 For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Shade Proposal - MLK Park (11-28-17)

QUOTE
#80861

11/28/2017

All pricing in accordance with U.S. Communities Contract #2017001134.

All terms in the U.S. Communities Contract take precedence over terms shown below.

For more information on the U.S. Communities contract please visit www.uscommunities.org/gametime

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of order (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process does not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

SHADE TERMS :

- Winds greater than 90 mph, require the removal of the shade fabric to prevent damage.
- Quote does not include any provisions for lighting protection.
- Lead time for Shade is about 6 weeks AFTER approval of permits (if required).
- Installer not responsible for site conditions. For Large Shades holes may be upwards of 8' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.
- Standard installation requires access for large machinery, possibly including a crane, and a staging area. Installer not responsible for sod damage or sidewalk repair on access path and staging area, unless otherwise noted.
- Standard installation is for earth formed footers. Soil testing is not included.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$33,929.74**



A PLAYCORE Company

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

QUOTE
#80862

11/28/2017

Budgetary Shade Proposal - Main Beach (11-28-17)

City of Fernandina Beach Parks & Recreation
Attn: Jason Brown
510 South 10th Street
Fernandina Beach, FL 32034
Phone: 904-277-7256
jbrown@fbfl.org

Ship To Zip: 32034

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	Custom	GT-Shade - Hip Rectangle Shade 30'x40' x 12' entry - <i>Includes stainless steel hardware and stainless steel cabling</i>	\$13,872.00	7.00	\$12,900.96	\$12,900.96
1	INSTALL	5-Star Plus - Freestanding Shade Installation - Shade Framing - <i>Shade Structure installation - Performed by a Certified Installer, includes meeting and unloading delivery truck and signed completion forms.</i>			\$8,045.00	\$8,045.00
1	Crane	5-Star Plus - Lull Forklift (Crane) - For Shade Installation - <i>Per Day Rental - Owner to provide access to site for lull, installer not responsible for damage to grass, sod, sidewalk or anything on accessible route to site.</i>			\$1,200.00	\$1,200.00
4	SF3	5-Star Plus - Shade Footer Size 3 (each) - Large			\$495.00	\$1,980.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2014 5th Ed Building Code Drawings			\$975.00	\$975.00
1	Permits	5-Star Plus - Building Permits - <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>			\$1,000.00	\$1,000.00

Site to be verified and measured by Certified Installer prior to final
quote, for proper fit, access, and if feasible.

SubTotal: \$26,100.96
Freight: \$1,100.00
Total Amount: \$27,200.96

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Budgetary Shade Proposal - Main Beach (11-28-17)

QUOTE
#80862

11/28/2017

All pricing in accordance with U.S. Communities Contract #2017001134.

All terms in the U.S. Communities Contract take precedence over terms shown below.

For more information on the U.S. Communities contract please visit www.uscommunities.org/gametime

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of order (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process does not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

SHADE TERMS :

- Winds greater than 90 mph, require the removal of the shade fabric to prevent damage.
- Quote does not include any provisions for lighting protection.
- Lead time for Shade is about 6 weeks AFTER approval of permits (if required).
- Installer not responsible for site conditions. For Large Shades holes may be upwards of 8' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.
- Standard installation requires access for large machinery, possibly including a crane, and a staging area. Installer not responsible for sod damage or sidewalk repair on access path and staging area, unless otherwise noted.
- Standard installation is for earth formed footers. Soil testing is not included.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$27,200.96**



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
 www.playdrp.com

QUOTE
 #80845

11/27/2017

Egans Creek Fitness Shade - 4 Shades

City of Fernandina Beach Parks & Recreation
 Attn: Jason Brown
 510 South 10th Street
 Fernandina Beach, FL 32034
 Phone: 904-277-7256
 jbrown@fbfl.org

Ship To Zip: 32034

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
~~~Area 1~~~						
1	Custom	GT-Shade - Custom Hip Rectangle 6 Post Shade - 40'x14' x 10' entry	\$7,082.00	7.00	\$6,586.26	\$6,586.26
1	INSTALL	5-Star Plus - Freestanding Shade Installation - Shade Framing - <i>Shade Structure installation - Performed by a Certified Installer, includes meeting and unloading delivery truck and signed completion forms.</i>			\$4,674.00	\$4,674.00
6	INSTALL	5-Star Plus - Shade Footer Size 2 (each) - Medium			\$390.00	\$2,340.00
~~~Area 2~~~						
1	Custom	GT-Shade - Custom Hip Rectangle Shade - 26'x16' x 10' entry	\$4,538.00	7.00	\$4,220.34	\$4,220.34
1	INSTALL	5-Star Plus - Freestanding Shade Installation - Shade Framing - <i>Shade Structure installation - Performed by a Certified Installer, includes meeting and unloading delivery truck and signed completion forms.</i>			\$2,995.00	\$2,995.00
4	INSTALL	5-Star Plus - Shade Footer Size 2 (each) - Medium			\$390.00	\$1,560.00
~~~Area 3~~~						
1	Custom	GT-Shade - Custom Hip Rectangle Shade - 26'x16' x 10' entry	\$4,538.00	7.00	\$4,220.34	\$4,220.34
1	INSTALL	5-Star Plus - Freestanding Shade Installation - Shade Framing - <i>Shade Structure installation - Performed by a Certified Installer, includes meeting and unloading delivery truck and signed completion forms.</i>			\$2,995.00	\$2,995.00
4	INSTALL	5-Star Plus - Shade Footer Size 2 (each) - Medium			\$390.00	\$1,560.00
~~~Area 4~~~						
1	Custom	GT-Shade - Custom Hip Rectangle 34'x16' x 10' entry	\$6,826.00	7.00	\$6,348.18	\$6,348.18

Egans Creek Fitness Shade - 4 Shades

**QUOTE
#80845**

11/27/2017

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	INSTALL	5-Star Plus - Freestanding Shade Installation - Shade Framing - <i>Shade Structure installation - Performed by a Certified Installer, includes meeting and unloading delivery truck and signed completion forms.</i>			\$4,505.00	\$4,505.00
4	SF2	5-Star Plus - Shade Footer Size 2 (each) - Medium ~~~~Additional Items~~~~			\$390.00	\$1,560.00
3	Sealed	5-Star Plus - Signed/Sealed FBC 2014 5th Ed Building Code Drawings			\$975.00	\$2,925.00
1	Permits	5-Star Plus - Building Permits - <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>			\$1,600.00	\$1,600.00

Others to fix back landscaping and paint concrete, after installation. Installer not responsible for re-routing irrigation or any unseen utilities.

SubTotal:	\$48,089.12
Estimated Freight:	\$1,900.00
Total Amount:	\$49,989.12

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

All pricing in accordance with U.S. Communities Contract #2017001134.

All terms in the U.S. Communities Contract take precedence over terms shown below.

For more information on the U.S. Communities contract please visit www.uscommunities.org/gametime

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Egans Creek Fitness Shade - 4 Shades

QUOTE
#80845

11/27/2017

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

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SHADE TERMS :

- Winds greater than 90 mph, require the removal of the shade fabric to prevent damage.
- Quote does not include any provisions for lighting protection.
- Lead time for Shade is about 6 weeks AFTER approval of permits (if required).
- Installer not responsible for site conditions. For Large Shades holes may be upwards of 8' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.
- Standard installation requires access for large machinery, possibly including a crane, and a staging area. Installer not responsible for sod damage or sidewalk repair on access path and staging area, unless otherwise noted.
- Standard installation is for earth formed footers. Soil testing is not included.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$49,989.12**

☐ Signed Quotation or PO made out to GameTime

☐ Shipping Address : _____

☐ Installation Contact Person : _____

Phone : () _____ E-Mail : _____

Fax : ()

☐ Color Choice Post Color : _____

Shade Color : _____

On site time frame will be about 1-2 weeks total. Engineering will take about 4 weeks, permitting usually takes about 2-4 weeks. Owner to help provide site plans and permit information for proper application. Manufacturing of custom shade structures is about 6-8 weeks. Expected time frame from start to finish is about 90-120 days.

Signature	Date
-----------	------

Date _____

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Contract.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
 - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202
 - 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
 - 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
- 29. NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
- 30. MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 31. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 32. INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

- 33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- 40. SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 41. FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

- 43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 44. EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 44.1 Was already known to Company prior to being disclosed by the City;
 - 44.2 Was or becomes publicly known through no wrongful act of Company;
 - 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 44.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
- 45. MISCELLANEOUS**
- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
 - 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
 - 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- | | |
|-------------|---|
| Section 3 | “Term” |
| Section 4.3 | “Employment Taxes and Employee Benefits” |
| Section 13 | “General Warranties” |
| Section 14 | “Additional Representations and Warranties” |
| Section 22 | “Guarantee” |
| Section 28 | “Other Remedies” |
| Section 29 | “Termination” |
| Section 33 | “Insurance” |
| Section 34 | “Indemnification” |
| Section 39 | “Notices” |
| Section 42 | “Confidentiality” |
| Section 45 | “Miscellaneous” |
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

**CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:**

BY: Randy L. Harrington

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

**CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:**

BY: Christee Gibson

PRINT NAME: Christee Gibson

TITLE: Asst Mgr

DATE: 5/11/17

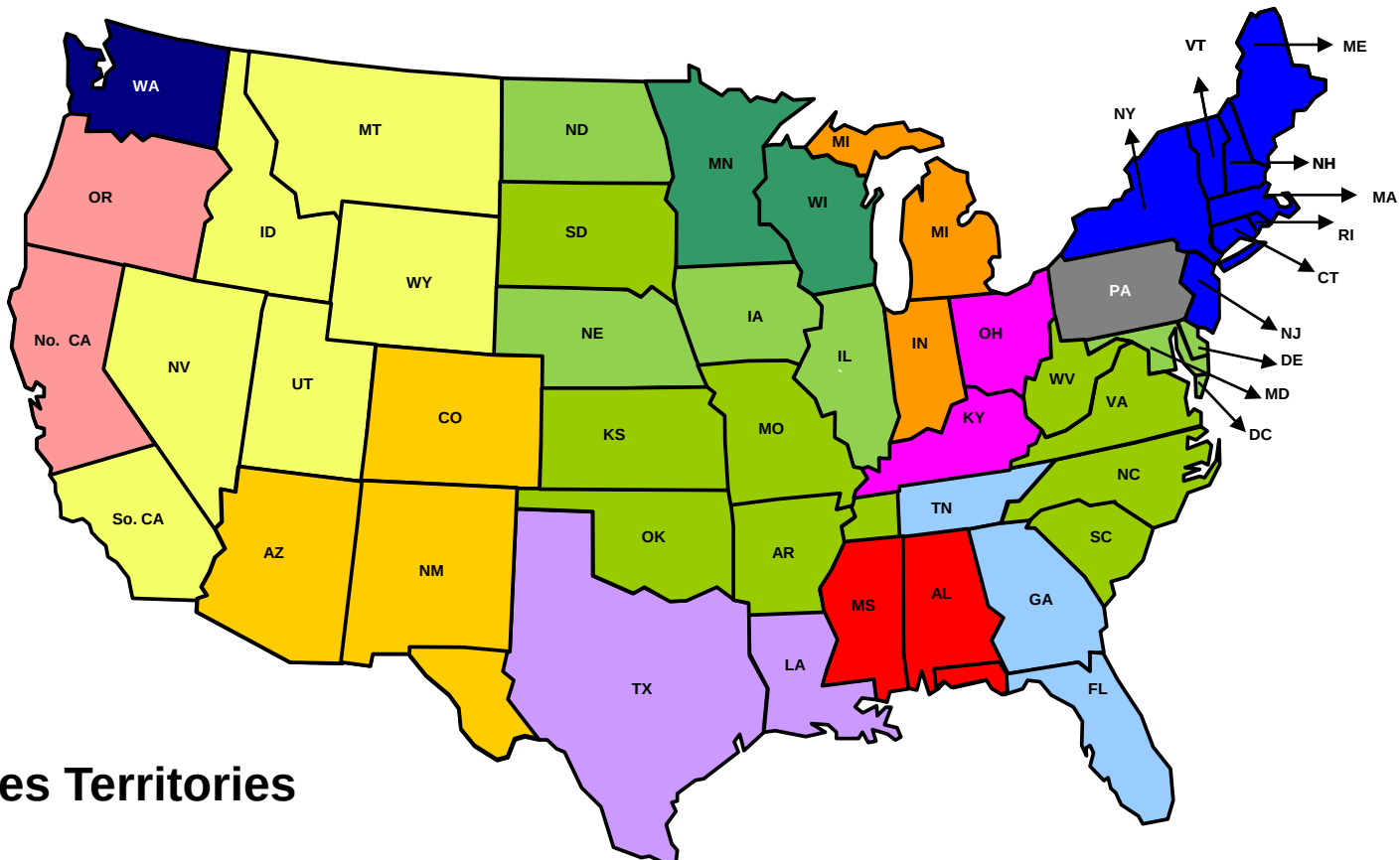
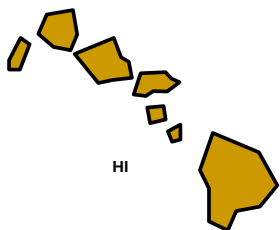
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



GameTime Sales Territories

PA
Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

**FL
GA
TN**
**Dominica Recreation
Products, Inc.**
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpin.com

**MI
IN**
Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

**KY
OH**
David Williams & Associates, Inc.
PO Box 218
1010 Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

**AR KS MO
NC OK SC
VA WV**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**CA ID
MT NV
UT WY**
**Great Western
Recreation**
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

**AK
WA**
**SiteLines Park &
Playground Products**
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

**IA NE
ND SD**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**MA ME NJ
NY CT RI
VT NH**
Maturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

**LA
TX**
Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

HI
IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

IL
Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

**No. CA
OR**
MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

**AZ CO
NM TX**
Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplemrec.com

**DE
MD
DC**
Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

**MN
WI**
**Minnesota/Wisconsin
Playground, Inc.**
PO Box 27328
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

**AL
FL
MS**
J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd, Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

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Bramble, Mark**

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Great West Park and Play - Coastal Park and Recreation - Lapp, Doug

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Great West Park and Play - K.C. Equipment

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Great West Park and Play - Quality Time Recreation

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Great West Park and Play - Rasco Construction, Inc.

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 Bus Fax: (732) 287-8978
 E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave,
 Staten Island, NY 10305
 Bus: (718) 415-4555
 Home: 2018
 Mobile: (917) 577-8274
 Bus Fax: (718) 442-2567
 E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
 East Orange, NJ 07017
 Bus: (973) 674-9191
 Home: 2011
 Bus Fax: (973) 674-2834
 E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
 Gasport, NY 14067
 Home: 2018
 Mobile: (716) 913-5957
 E-mail: bjvbwood@yahoo.com

Marturano - Whirl Construction

187 Main Street,
 P.O. Box 110
 Port Monmouth, NJ 07758
 Bus: (732) 495-3715
 Home: 2017
 Mobile: (732) 496-5706
 Bus Fax: (732) 495-6133
 E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
 Petaluma, CA 94954

P.O. Box 5207
 Petaluma, CA 94955
 Bus: (707) 763-6210
 Home: 2017
 Mobile: (707) 696-7734
 Bus Fax: (707) 658-2513
 E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
 Zimmerman, MN 55398
 Bus: (763) 856-5293
 Home: 2018
 Mobile: (763) 244-0188
 Bus Fax: (763) 856-0536
 E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
 Lakeville, MN 55044
 Bus: (952) 469-3439
 Bus Fax: (952) 469-3430
 E-mail: scssafetup@frontiernet.net

Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
 Noblesville, In. 46062
 Bus: (317) 694-4373
 Home: 2016
 Mobile: (317) 694-4373
 Bus Fax: (317) 770-7482
 E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127
 Brighton, MI 48116

1019 Victory Drive
 Howell, Mi. 48843
 Bus: (517) 545-7122
 Home: 2016
 Mobile: (313) 806-8406
 Bus Fax: (517) 545-7144
 E-mail: craig@buildingfun.com

S**Sinclair Recreation - Play Builders LLC**

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
Crystal Lake, IL 60014
Bus: (815) 479-7220
Home: 2017
Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
Home: 2018
Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
Bus: (360) 556-3552
Home: 2018
Mobile: (360) 556-3544
E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton, ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t**Total Recreation - Barcon Construction**

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpassini_barcon@yahoo.com

Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com

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Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com

W

WI Playground - Captured Live

12 Narhaniel Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC



EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

REQUEST FOR PROPOSAL 269-2017-028

SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

**NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY
REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

**THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED
WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT
EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL
NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE
STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.**

**Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations
of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This
warranty gives you specific legal rights and you may also have other rights that vary from state to state.**

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

**Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440**

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:



10 YEAR LIMITED WARRANTY

Playcore Inc. (the “Seller”) warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture’s specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller’s option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more than six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.



Recycled Poured Rubber Surfacing

POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. **WARNING:** Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. **NOTE:** The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf

Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf TM synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf TM Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf TM Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 3/4 inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 3/4 inches
- GT Impax Turf™ Elite 1 3/4 inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf TM Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin

Bulk Density: 4.0-6.0 lb/cu ft

Effective Size: 24 sq ft (net coverage)

Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf TM infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs

Curvature: .65

Specific Gravity: 2.65 g/cm³

Bulk Density: 92-95 lb/cu ft

Uniform coefficient: 1.00 to 1.40

Effective Size: .90 - .95 mm

Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.

Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Stone elevation shall maintain 1/4" per foot toward low end.
<u>Porosity:</u>	Base course shall maintain porosity for direct drainage.
<u>Enclosure:</u>	Stone base course must be surrounded by a retaining curb.
<u>Drainage:</u>	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
<u>Tolerances:</u>	1/4" in any 10-foot direction and 1/8" in any 3-foot direction.
<u>Stone Selection:</u>	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u> 1"	<u>Percent Passing</u> 100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Concrete or asphalt shall maintain 1/4" per foot.
<u>Tolerance:</u>	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be 3/4" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf TM infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

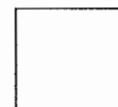
GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com





LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage

- a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.

2. Controller Warranty Coverage

- a. Seller warrants that wireless controller models: WHC-1 and WTTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

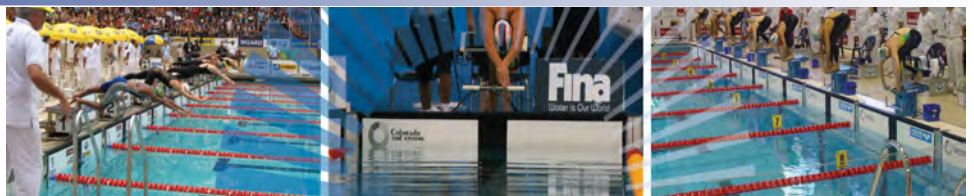
Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.



5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: bleachers.net



 **NRS**TM
National Recreation Systems
A **PLAYCORE** Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free (888)-568-9064

Fax (260)-482-7449

E-mail: sales@bleachers.net

Online: www.bleachers.net



Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum.

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

800.791.8056



UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warranties its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service

1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc. at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used.**

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-21
Sole Source Vendor Approval - US Ecology

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-21

SYNOPSIS:

Section E.6 of the Purchasing Policy requires that accumulated purchases for a sole source vendor may not exceed \$20,000 per year. Any purchases over \$20,000 require City Commission approval.

The purpose of this Resolution is to obtain City Commission approval for US Ecology to be recognized as a sole source vendor in the current fiscal year. US Ecology provides hazardous waste disposal and recycling services for many municipalities and organizations in the southeast United States and has provided these services to the City of Fernandina Beach for previous recycle events.

Attached is a copy of the Alachua County contract. US Ecology will honor the same pricing structure for the City of Fernandina Beach. It is anticipated that purchases through this vendor MAY exceed \$20,000 in this fiscal year.

FISCAL IMPACT:

Funds are budgeted and available in Sanitation Other Contractual Services account # 440 53400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-21.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	01/23/2018
Nicole Bednar, Administrative Services Manager	02/01/2018
Dale Martin, City Manager	02/07/2018
Patti Clifford, Comptroller	02/07/2018
Tammi E. Bach, City Attorney	02/08/2018

Date: January 18, 2018

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2018-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING US ECOLOGY AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2017/2018; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section E.6 of the Purchasing Policy requires that accumulated purchases for a sole source vendor may not exceed \$20,000 per year; and

WHEREAS, any purchases that exceed \$20,000 require approval by the City Commission; and

WHEREAS, fees relating to the 2018 Hazardous Waste Cleanup & Recycle Event may exceed \$20,000 during Fiscal Year 2017/2018; however total expenses may not exceed a maximum of \$40,000; and

WHEREAS, funds are budgeted and available in Sanitation Other Contractual Services account # 440 53400.

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

SECTION 1. The City Commission hereby approves US Ecology as a sole source vendor for the handling of hazardous waste for the 2018 Hazardous Waste Cleanup & Recycle Event in an amount not to exceed \$40,000.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this proposal, upon review and approval of the City Attorney.

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

ADOPTED this 20th day of February, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



THE ENVIRONMENTAL QUALITY COMPANY

EQ FLORIDA • 7202 EAST 8TH AVENUE • TAMPA, FL 33619 • *tel*/ 813-495-1060 • *fax* 813-628-0842

January 23, 2018

Jeremiah Glisson
City of Fernandina Beach
Fleet Maintenance Division
204 Ash Street
Fernandina Beach, FL 32034
Via email: jglisson@fbfl.org

Ref: Alachua County Household Hazardous Waste Disposal Services Contract

Dear Mr. Glisson,

Please consider this correspondence as EQ Florida, Inc., dba US Ecology's formal acknowledgement to your request to utilize the Alachua County Household Hazardous Waste Collections and Disposal Services Contract (see attached documents) for the purposes of the City's hazardous waste disposal services.

EQ Florida is agreeable to extend the terms and conditions of the Alachua County contract, "Household Hazardous Waste Collections and Disposal Services", to the City of Fernandina Beach.

Thank you for the opportunity to serve The City of Fernandina Beach and we look forward to working with you in the future. If you need additional information or have any questions, please do not hesitate to call me.

Sincerely,

Curt DeBrunner
Account Executive
EQ Florida, Inc.

Grants & Contracts - Transmittal Memo

DATE: December 13, 2017

FROM: Purchasing Division, Contracts

TO: Kate Libby

CONTRACT #: 10758

VENDOR: EQ Florida Inc.

DESCRIPTION: #10758 EQ Florida Inc. dba US Ecology for the provision of transport and disposal of hazardous household waste Bid #18-193

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 12/12/2017

RECEIVED ON: December 13, 2017

TERM START: 12/12/2017

TERM END: 9/30/2018

AMOUNT: \$76,000.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #:

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
File

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY
AND EQ FLORIDA, INC. dba US ECOLOGY FOR THE PROVISION OF TRANSPORT
AND DISPOSAL OF HAZARDOUS HOUSEHOLD WASTE (HHW) BID 18-193**

This Agreement is entered into this 12th day of December, 2017 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **EQ Florida, Inc. dba US Ecology**, doing business at **7202 E. 8th Avenue, Tampa, FL 33619** hereinafter referred to as "Contractor."

WITNESSETH

Whereas, the County issued Bid # 18-193 for the Transport and Disposal of Hazardous Household Waste (HHW) for the benefit of the Environmental Protection Department; and

Whereas, after evaluating and considering all timely responses to Bid # 18-193, the County identified the Contractor as one of the top ranked firms; and,

Whereas, the County desires to employ the Contractor to provide services described in Bid #18-193; and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This agreement is effective upon execution continuing through September 30, 2018 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Attachment "A."**
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a Contractor qualified to perform the services described.
 - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
 - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. The Contractor shall be paid a sum not to exceed \$76,000.00, for the initial term of the Agreement, based on the Fee Schedule at Exhibit 1 to Attachment A, allocated in the following manner:

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department: Environmental Protection
ATTN: Kurt Seaburg
Title: Hazardous Waste Coordinator
408 W. University Avenue, Suite 106
Gainesville, FL, ZIP 32601

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

EQ Florida, Inc. dba US Ecology
7202 E. 8th Avenue
Tampa, FL 33619

Remittance Address for Payment:
EQ The Environmental Quality Company
d/b/a US Ecology
PO Box 936227
Atlanta, GA 31193-6227

4.4 No Additional reimbursable expenses will be paid under this Agreement.

5. **Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of

Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government.

- 5.1. Current required Alachua County Government Minimum Wage is ~~\$12.50~~ ^{\$13.00} per hour when health benefits are provided at the equivalent value of ~~\$1.98~~ ^{\$2.00} per hour.
- 5.2. Current required Alachua County Minimum Wage is ~~\$14.48~~ ^{\$15.00} when health benefits are not provided.
- 5.3. The Contractor must provide certification, **Attachment "D,"** to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement.
- 5.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 5.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S.
- 5.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Attachment "B"**

7. **Personnel.**

7.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following individual(s) will perform those functions indicated:

NAME

FUNCTION

Curt DeBrunner

Account Executive

7.2. So long as the individual(s) named above remain(s) actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names. The Alachua County Environmental Protection Department may authorize changes to this list in writing.

8. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivered by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County: Kurt Seaburg
Title: Hazardous Waste Coordinator
Dept: Environmental Protection
408 W. University Avenue, Suite 106
Gainesville, FL, ZIP 32601

Contractor: Corporate Name: EQ Florida, Inc. dba US Ecology
Address: 7202 East 8th Avenue
City/State/Zip: Tampa, FL 33619
ATTN: Curt DeBrunner

A copy of any notice, request or approval to the County must also be sent to:

Jesse K. Irby II	Procurement Division
Clerk of the Court	12 SE 1 st Street
12 SE 1 st Street	and Gainesville, Florida 32601
Gainesville, FL 32602	Attn: Contracts/Grants
ATTN: Finance and Accounting	

9. Default and Termination.

- 9.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) calendar days from the date of notice to cure the default. The Alachua County Environmental Protection Department is authorized to provide written notice of default on behalf of the County, and, if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the

Agreement with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

10. Project Records.

10.1 General Provisions:

10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(1), Florida Statutes. Any public record is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2. In accordance with Section 119.0701, Florida Statutes, the Contractor (referred hereinafter in all of the "Project Records" section collectively as "Contractor"), *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor or Contractor shall provide the public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

10.2 Confidential Information:

10.2.1. During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

10.2.1. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for

13. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

14. **Indemnification.**

14.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, Contractor fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

14.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

15. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. **Successors and Assigns.** The County and Contractor each bind the other and their

respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement. Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

18. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.

21. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of

this Agreement.

28. Counterparts. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

29. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: [Signature]
Lee Pinkerson, Chair
Board of County Commissioners
Date: 12/12/2017

ATTEST:

[Signature]
Jesse K. Irby II, Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST (By Corporate Officer)
By: Don Locke; Don.Locke@us Ecology.com
Print: Don Locke
Title: General Manager

CONTRACTOR
By: [Signature]
Print: Bubby Dean
Title: Regional Manager-Southeast
Date: November 3rd, 2017

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

ATTACHMENT A: SCOPE OF SERVICES

Duties of the Contractor. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County:

1. The Contractor shall provide pickup, transportation, disposal and other services for HHW and/or Conditionally Exempt Small Quantity Generator (CESQG) waste as detailed in each lot. Drums will meet or exceed all state and federal regulations. Materials may be Hazardous Wastes, Universal Wastes or Non-Hazardous Wastes. HHW and CESQG wastes will be commingled and will no longer be identifiable or separable once packaged by the County. HHW, as well as CESQG wastes, are exempted from hazardous waste disposal requirements under Title 40 of the Code of Federal Regulations, section 261.4(b)(1). However, as outlined by the U.S. Environmental Protection Agency (USEPA), the reasons that these wastes are exempted is not a function of their hazardous characteristics, but rather, a function of their generation by consumers in their households. To insure the protection of the public's health, safety and welfare, the County requires materials collected through the HHW and CESQG programs that would otherwise meet the definition of a hazardous waste be managed and transported as regulated hazardous waste.

2. The Contractor shall comply with all federal, state, and local regulations which pertain to the transportation, storage, recycling and/or disposal of household hazardous waste as well as all other federal, state and local regulations governing the operations of their business. The Contractor shall be responsible and shall be liable to the County for any penalties imposed for the Contractor's failure to comply with any such federal, state or local regulations. The Contractor shall provide removal of HHW from the Collection Center by use of personnel trained according to 29 Code of Federal Regulations (CFR) 1910.1200. The trained personnel that remove hazardous waste shall be equipped with appropriate safety equipment (i.e., eye protection, coveralls, etc.) to ensure the safe removal of hazardous waste. The Contractor shall, unless otherwise directed by the County, provide housekeeping services in order to maintain a clean and orderly work/storage area during the pickup and transportation of HHW at the collection center.

The Collection Center is defined as follows:

Alachua County HW Collection Center
5125 NW 63rd Avenue
Gainesville, Florida 32609
(352) 334-0440

3. The Contractor shall at all times guard against damage or loss to the property of the County or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents. The Contractor shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage

resulting from the elements such as flooding, rainstorms, wind damage, or vandalism.

4. It is required by the County that all HHW which is collected by the Contractor and cannot be reused or recycled be properly identified, labeled and manifested for treatment or disposal as a Subtitle C hazardous waste.

5. The Contractor shall comply with all applicable requirements of 40 CFR and 49 CFR regarding the lawful transportation and disposal of hazardous wastes.

6. The Contractor shall notify the County within forty-eight (48) hours of any Legal or Regulatory Actions, or any Notices of Violation taken against the Contractor utilized within the scope of this agreement.

7. Additional or alternate disposal sites and/or subcontractors may not be utilized by the Contractor for services within the scope of this agreement without written authorization from the County.

8. The County shall allow the use of subcontractors in the performance of activities specified in this agreement. The Contractor must meet all of the requirements specified within this agreement for work performed by the Contractor and subcontractors must meet all of the minimal requirements for activities which will pertain to functions performed by the subcontractor. The Contractor shall be solely responsible for the activities performed by the subcontractor and the Contractor shall indemnify and hold the County harmless for any work or services performed by the subcontractor. A duly licensed Treatment Storage Disposal Facility (TSDF) which is not owned by the Contractor, and which is approved by the County, shall not be considered subcontract activity as relating to this agreement.

10. The Contractor shall provide the following documents throughout the term of this agreement:

a. Copies of Manifests, Original Manifests, Certifications, Land Disposal Restriction forms and other federally required documents for the management of hazardous waste within Federal or State mandated time frames.

b. A Certificate of Tracking (COT), at least semi-annually, providing the status of all County waste handled by the Contractor. The COT should clearly indicate the current status and management trail from pickup through all intermediate, final and ultimate disposal facilities. Include the pickup manifest number, pickup date, container numbers, TSDF site name and location, TSDF EPA identification number and facility type.

c. A Certificate of Destruction, Recycling, Disposal or Treatment, within 120 days of Contractor possession, as applicable, and for all waste, issued by the final management facility within one year of pickup.

d. Detailed invoices for all work performed under this agreement. At a minimum the

invoice shall include the manifest number, contract number, container gross weight, net weight, contract item number, contract price, supplies, labor, disposal and all other expenses to be paid under this agreement.

e. Blank manifests, profile sheets, and other paperwork required for waste approval, shipment or disposal acceptance. County forms may be substituted upon mutual agreement.

11. The Contractor shall perform on site quality control measures at their own discretion at no cost to the County. Wastes found to be off-spec or not meeting profile parameters will be identified and left on site.

12. Wastes which are identified as off-spec at the Contractor's facility may be re-profiled or returned to the County. Charges for returned wastes will be in accordance with pricing schedules. Surcharges of any type are not allowed under the terms of the contract. Wastes will be re-profiled or returned.

13. The Contractor shall provide pickup, transportation, disposal and other services for HHW and/or CESQG waste as detailed in each Lot. Pickup of hazardous waste is expected within two weeks of request for services.

a. **Lot A & B Bulk and Loose Pack**

- The County will perform the packaging, labeling and marking of these containers in accordance with Department of Transportation requirements, and have them ready for transport. Shipping papers and other required forms will be completed by the Contractor if requested.

- The County will only package waste conforming to pre-approved profiles in accordance with protocols supplied by the Contractor. The County will characterize waste streams and submit profile information as necessary. The County will mark each container with a profile number, a container tracking number and a gross weight.

b. **Lot C - Lab Pack**

-The County will perform the packaging, labeling and marking of these containers in accordance with the Department of Transportation requirements, ready for transport. Shipping papers and other required forms will be completed by the Contractor if requested.

-The County will only lab pack wastes in accordance with the guidelines supplied by the Contractor. Container content sheets will be completed by the County for all lab packs. The County will submit these to the Contractor for review and will make any packaging changes per the Contractor's instructions prior to pick up. The County will mark each container with a profile number, a County container

tracking number and a gross weight.

-The County and/or Contractor shall use only vermiculite or organic absorbents. Other inorganic materials such as clay absorbents are not allowed unless necessary and approved by the County.

-The County may request on site lab packing services for materials collected at the County facility. Service will be requested at least two weeks in advance and charges will be in accordance with the pricing schedule.

-The Contractor shall supply technical support, written protocols, appropriate training and guidance to allow the County staff to lab pack waste to meet Contractor standards for acceptance at disposal facilities. The training shall include: special packaging criteria, allowable shipping containers, segregation guidelines, unacceptable materials, packaging media desired, volume of waste allowed per container, labeling and marking, and special handling for reactive materials.

-The Contractor, for Lot C Lab Pack waste removal, shall provide, at no additional cost, the personnel, equipment, supplies and material necessary to conduct at least one (1) lab packing training class for County personnel at the start of each contract year. Each class shall focus on general handling, storing, segregating, chemical compatibility, and specific Contractor requirements for lab packing materials to meet Contractor's criteria. The Instructor, provided by the Contractor will be a qualified chemist or equivalent with 40 hours OSHA Hazwoper training and provide all necessary personal protective equipment.

c. **Lot D Additional Services**

The County may request additional services for other labor, facilities and materials to be provided by the Contractor which are not included elsewhere in the contract.

14. Calculation of Weights - The net weight of the wastes collected shall be on a Net Pound or Net Weight basis. The purpose of net weight pricing is to eliminate the dependence on the container size and container cost as a unit price. The County may purchase its own drums and packaging supplies or may purchase directly from the contractor and desires to have maximum flexibility in choosing packaging methods. Currently, most wastes are packaged in 55 gallon reconditioned steel drums; however, cubic yard boxes, 55 gallon poly, 30 gallon, 20 gallon and five gallon containers or drums are used when appropriate. Other DOT approved packaging, such as different drum sizes, may be used if desired.

a. All shipping containers offered for transport shall be weighed by the County for the purpose of determining disposal costs. Gross weight will be marked on the container. The net weight will be determined by subtracting the weight of the outer packaging container

from the gross weight of the package.

b. The net weight shall include the weight of the absorbent materials. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other organic materials such as clay absorbents are not allowed. For purposes of determining the net weight, the following standard container tare weights will be used:

55 gallon steel drum	42 pounds
55 poly drum	30 pounds
30 gallon steel drum	30 pounds
20 gallon fiber drum	10 pounds
5 gallon pail	5 pounds
Cubic yard container with pallet	42 pounds

c. The weights of other shipping containers not listed will be reasonably determined and agreed upon as needed. If scales are not available on site the Contractor shall weigh containers at their site and indicate gross weights on the invoice. Discrepancies in gross weights measured at the County's and the Contractor's site will be resolved by mutual agreement.

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Exhibit 1: Fee Schedule**LOT A.- BULK PACKS**

ITEM	WASTE STREAM	EXAMPLES	NET PRICE PER POUND UNIT PRICE (*EXCEPT WHERE NOTED)	VENDOR	METHOD
1	Corrosive Liquids, Alkalines	Caustics, Soaps, Surfactants	\$ 0.41	EQ	IN
2	Sludges, non-hazardous	Non-RCRA hazardous, high solids, low BTU	\$ 0.09	EQ	TR
3	Solids, non-hazardous	non-RCRA hazardous, low BTU *Per 55 gallon drum *Per cubic yard box	\$ 45.00 \$ 159.00	EQ	TR
4	Wastewaters, non-hazardous	Aqueous solutions, non-RCRA	\$ 0.09	EQ	TR
5	Latex paint	Water based latex paint	\$ 0.09	EQ	TR
6	Liquids, RCRA non-hazardous		\$ 0.09	EQ	TR
7	Antifreeze		\$ 0.09	EQ	TR
8	Rags/Pads, non-hazardous	*55 gallon drum	\$ * 44.22	EQ	TR

LOT B – LOOSE PACKS

ITEM	WASTE STREAM	EXAMPLES	NET PER POUND UNIT PRICES	VENDOR	METHOD
1	Batteries, Lithium		\$5.39	EQ	RC
2	PCB ballasts		\$1.07	EQ	RC
3	Products in containers solids, flammable	Grease, adhesives, wax, resins, roof tar	\$ 0.28	EQ	IN
4	Products in containers, non-hazardous	Latex paints	\$0.20	EQ	IN
5	Non PCB ballasts		\$ 0.09	EQ	RC
6	Used oil filters	*55 gallon drums	\$ *44.22	EQ	TR

LOT C – LAB PACKS

ITEM	WASTE STREAM	EXAMPLES	NET PER POUND UNIT PRICES	VENDOR	METHOD
1	Batteries, Lithium		\$5.39	EQ	RC
2	PCB ballasts		\$1.07	EQ	RC
3	Products in containers solids, flammable	Grease, adhesives, wax, resins, roof tar	\$ 0.28	EQ	IN
4	Products in containers, non-hazardous	Latex paints	\$0.20	EQ	IN

For other Labor, Facilities and Materials to be provided by the Contractor, which are not included in the Agreement		Unit Price	Vendor	
Qualified Chemist and/or trained personnel w/40 hours OSHA Hazwoper training		\$ 55.00	EQ	Hour/Per Person
Labor for on-site packing (2 person minimum)		\$ 40.00	EQ	Hour/Per Person
Bulk or Loose Pack Packaging charge & supplies		\$ 35.00	EQ	Each
Lab Pack Packaging charge & supplies		\$ 35.00	EQ	Each
Rental of 40 foot Tractor-Trailer Combination w/driver not overnight		\$1,478.57	EQ	Day (8-hr)
Rental of 40 foot Tractor-Trailer Combination w/driver -overnight		\$1,478.57	EQ	Day
Transportation charges for Tractor-Trailer Combination		\$ 3.80	EQ	Mile
30ft x 30ft Canopy or Tent w/setup & takedown		\$0.00	EQ	Day (8 hr)
Vacuum Truck Service		\$750.00	EQ	Trip
Empty Drum Disposal		\$ 6.00	EQ	Drum
5	Non PCB ballasts			\$ 0.09 EQ RC
6	Used oil filters			\$ *44.22 EQ TR

Overpack charges (Lot C only)	\$150.00	EQ	Each
Return Container Charges (mis-profiled waste)	\$50.00	EQ	Each
Lab packing supplies: complete package (55 gallon drum, vermiculite and plastic liner)	\$30.00	EQ	Each
Lab packing supplies: 55 gallon steel open or closed top drums	\$12.00	EQ	Each
Lab packing supplies: 30 gallon poly drums open top	\$39.00	EQ	Each
Lab packing supplies: 5 gallon poly pails open top	\$12.00	EQ	Each
Lab packing supplies: 15 pound bag vermiculite	\$25.00	EQ	Each

ATTACHMENT B: DUTIES OF THE COUNTY

Duties of the County. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

1. HHW and CESQG wastes will be commingled and will no longer be identifiable or separable once packaged by the County. HHW, as well as CESQG wastes, are exempted from hazardous waste disposal requirements under Title 40 of the Code of Federal Regulations, section 261.4(b)(1). However, as outlined by the U.S. Environmental Protection Agency (USEPA), the reasons that these wastes are exempted is not a function of their hazardous characteristics, but rather, a function of their generation by consumers in their households. To insure the protection of the public's health, safety and welfare, the County requires materials collected through the HHW and CESQG programs that would otherwise meet the definition of a hazardous waste be managed and transported as regulated hazardous waste.
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-The County and/or Contractor shall use only vermiculite or organic absorbents. Other inorganic materials such as clay absorbents are not allowed unless necessary and approved by the County.

-The County may request on site lab packing services for materials collected at the County facility. Service will be requested at least two weeks in advance and charges will be in accordance with the pricing schedule.

-The County purchases its own drums and packaging supplies and desires to have maximum flexibility in choosing packaging methods. Currently, most wastes are packaged in 55 gallon reconditioned steel drums; however, 55 gallon poly, 30 gallon, 20 gallon and five gallon containers or drums are used when appropriate. Other DOT approved packaging, such as different drum sizes or cubic yard boxes, may be used if desired.

-All shipping containers offered for transport shall be weighed by the County for the purpose of determining disposal costs. Gross weight will be marked on the container. The net weight will be determined by subtracting the weight of the outer packaging container from the gross weight of the package.

ATTACHMENT C: INSURANCE REQUIREMENTS

TYPE "C" -INSURANCE REQUIREMENTS Pollution and Hazardous Waste

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. POLLUTION LIABILITY.

- A Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.
- B When this contract includes the pick-up, transportation or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Autos and Truckers coverage Forms)

V. OTHER INSURANCE PROVISIONS The policies are to contain, or be endorsed to contain, the following provisions:

- A Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- B All Coverages
 - 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

Subcontractors, if utilized, shall be subject to the requirements stated herein and provide Contractor with proof of same.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

EXHIBIT 2: CERTIFICATE OF INSURANCE

ATTACHMENT D: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name: EQ Florida, Inc. d/b/a US Ecology
Address 7207 East Eighth Street Avenue
City/State/Zip Tampa, FL 33619
Phone Number 813-319-3400
Point of Contact _____

Project Description:

DocuSigned by:
ATTEST (By Corporate Officer)
By: Don Locke, Don.Locke@us Ecology.com
Print: Don Locke
Title: General Manager

CONTRACTOR
DocuSigned by:
By: Bubby
Print: Bubby Dean
Title: Regional Manager - SOUTHEAST
Date: November 3rd, 2017

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium
Second Floor
12 SE 1st Street
9:00AM

December 12, 2017 BoCC Regular Meeting 9:00AM

Agenda Item #9.

Agenda Item Name:

Request approval of the Agreements to award Bid 18-193 Annual Transport and Disposal of Hazardous Waste to EQ of Florida, dba US Ecology and to Clean Harbors Environmental Services, Inc.

Presenter:

Chris Bird, 264-6801

Item Description:

Request for approval of the Agreements to award Bid 18-193 to EQ of Florida, dba US Ecology and to Clean Harbors Environmental Services, Inc. for the Annual Transport and Disposal of Hazardous Waste.

Recommended Action:

Approve the Agreements with EQ of Florida, dba US Ecology and Clean Harbors Environmental Services, Inc. for Hazardous Waste Collection Services.

Prior Board Motions

NA

Fiscal Consideration:

Hazardous Waste Collection is funded by the Solid Waste Assessment. The contracts are unit price agreements and the total cost will vary with the amount and type of waste collected and disposed.

Background:

The Alachua County Environmental Protection Department has operated the permanent Hazardous Waste Collection Center since 1999 where Alachua County residents can properly dispose of their Household Hazardous Waste (HHW) six days per week. Additionally, qualified business waste is currently accepted, the five (5) County Solid Waste Collection Centers have a HHW collection area, and the program also holds numerous mobile HHW collection events throughout the County annually. Waste collected at these facilities and events are identified, bulked, lab packed, neutralized, recycled, labeled and/or packaged for shipment or otherwise managed by the County. To insure the protection of the public's health, safety and welfare and for the protection of the environment. The County requires materials collected through the hazardous waste program be managed and transported as regulated hazardous waste. To do this the County requires the approval for services of a qualified vendor for the Annual Transport and Disposal of Hazardous Waste collected by the County. Bid

18-193 Annual Transport and Disposal of Hazardous Waste was advertised on February 15, 2017 and February 22, 2017. Three (3) bidders responded and EQ of Florida, dba US Ecology was determined to be the lowest responsive and responsible bidder meeting the bid specifications for the County for a portion of the bid, based upon the lowest cost per item or per lot. Clean Harbors Environmental Services, Inc. was determined to be the lowest responsive and responsible bidder meeting the bid specifications for the County for another portion of the bid, based upon the lowest cost per item or per lot. Funding for this service is budgeted in Fund 401.55.5541.537.31.93 which is funded by the Solid Waste Assessment. These are unit price agreements and the total cost to the County will vary with the amount and type of waste collected and disposed. The estimated cost of these agreements for FY18 is \$132,000 and is reflected in the FY18 proposed budget.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/28/2017

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 Willis of Arizona, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Greenwich Insurance Company	
		INSURER B: XL Specialty Insurance Company	
		INSURER C: XL Insurance America, Inc.	
		INSURER D: Indian Harbor Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W3117617

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ WA Stop Gap						MED EXP (Any one person) \$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							SIR \$ 100,000
B	☒ AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☒ MCS 90 Endt						
B	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 25,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 25,000,000
	☐ CLAIMS-MADE						
	☐ DED ☒ RETENTION \$ 10000						
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Pollution & Remediation Legal Liability						Each Condition \$25,000,000
							Aggregate \$25,000,000
							SIR \$250,000

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

Umbrella/Excess Policy #UEC000173617 is not over any Pollution Policy.

City of Fernandina Beach is included as an Additional Insured as respects to General Liability, where required by contract.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach 1017 South 5th Street Fernandina Beach, FL 32034	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 

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ACORD 25 (2016/03)

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SR ID: 14889498

BATCH: 398377

EQ HOLDINGS, INC.
NAMED INSURED SCHEDULE - CASUALTY

EQ Parent Company, Inc.
EQ Holdings, Inc.
EQ The Environmental Quality Company
Michigan Disposal, Inc.
Wayne Disposal, Inc.
EQ Resource Recovery, Inc.
EQ Industrial Services, Inc.
EQ Northeast, Inc.
Wayne Energy Recovery, Inc.
EQ Detroit, Inc.
EQ Florida Inc.
EQ Mobile Recycling, Inc.
Envirite of Ohio, Inc. (DBA - EQ Ohio)
EQ Metals Recovery, LLC
Envirite of Illinois, Inc. (DBA - EQ Illinois)
Envirite of Pennsylvania, Inc.
EQ Oklahoma, Inc.
Envirite Transportation, LLC
RTF Romulus, LLC.
EQ Alabama, Inc.
Vac-All Services, Inc.
EQ Augusta, Inc.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-22
Facilities Use Agreement - Amelia Island Concours d'Elegance Foundation Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-22

SYNOPSIS: The 23rd edition of the annual Concours d'Elegance returns to Amelia Island on March 9-11, 2018. Although the Concours d'Elegance is actually hosted at the Ritz Carlton, logistical support for the event has, in previous years, been provided by the City of Fernandina Beach through the use of Airport grounds for parking. The attached agreement proposes to continue the same level of support through use of Airport property as has been provided in previous years.

In conjunction with annual Concours d'Elegance events, the Amelia Island Bonhams Vehicle Auction is hosted on the Fernandina Beach Golf Course. Facilities in support of that vehicle auction reside within the runway protection zone of Runway 9/27, and require that the runway be closed during use of the property to host and conduct a vehicle auction. This closure, though, offers the opportunity to make use of Airport property, as has been done in years past, at the east end of Runway 9/27 to support vehicle parking, while also allowing for additional aircraft parking on the surface of Runway 9/27 to support the increased volume of air traffic utilizing the Airport during this event timeframe. The parking areas depicted in the exhibit/map with the attached Facilities Use Agreement are operationally controlled through the assistance of volunteers from the Friends of Fernandina Airport, Experimental Aircraft Association, and Concours d'Elegance personnel. Airport staff coordinates with these agencies, and the Federal Aviation Administration, regarding, set-up requirements, oversight, and execution of these parking operations.

During its January 11, 2018, meeting, the Airport Advisory Commission unanimously recommended that the City Commission approve this agreement.

FISCAL IMPACT: The fee for use of the Airport under this Facilities Use Agreement is \$20,000, to be deposited into the Airport Fund, Other Revenue Account, 420 36990. Additionally, the Airport anticipates an additional \$5,000 as its share of revenue in support of parking operations on Airport property outlined within this agreement, and these funds would also be deposited into the Airport Fund, Other Revenue Account, 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-22.

Dale Martin, City Manager	02/07/2018
Patti Clifford, Comptroller	02/07/2018
Tammi E. Bach, City Attorney	02/08/2018

Date: January 24, 2018

Submitted By: Nathan Coyle, Airport Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE USE OF AIRPORT PROPERTY BY AMELIA ISLAND CONCOURS D'ELEGANCE FOUNDATION, INC IN CONJUNCTION WITH ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENTS IN MARCH, 2018; APPROVING THE FACILITIES USE AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Amelia Island Concours d'Elegance is an annual event and the City of Fernandina Beach allows the use of property located at the Fernandina Beach Municipal Airport; and

WHEREAS, the Fernandina Beach Municipal Airport will be paid \$10,000 for the use of the area east of Runway 9/27 for parking (Area 2, Exhibit "A"), \$5,000 for the use of Taxiway E for parking (Area 3, Exhibit "A"), and \$5,000 for the use of areas adjacent to Airport Road for assembly and parking (Areas 1 and 4, Exhibit "A"); and

WHEREAS, additionally, the Airport will receive a portion of the parking fees related to such use and these fees will be distributed accordingly: a fee of \$10.00 per vehicle and \$5 per motorcycle will be collected on Saturday, March 10, 2018, and \$20.00 per vehicle and \$5.00 per motorcycle on Sunday, March 11, 2018, will be collected on Sunday with proceeds distributed equally among the Experimental Aircraft Association (EAA), the Friends of Fernandina Aviation (FOFA), and the Fernandina Beach Municipal Airport; and

WHEREAS, the Airport use fees and parking fees collected will be deposited into the Airport Fund, Other Revenue Account, 420 36990. The City will remit equal shares of parking fee revenue to the Experimental Aircraft Association (EAA) and the Friends of Fernandina Aviation (FOFA).

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

SECTION 1. The City Commission hereby approves the use of Airport property for the annual Amelia Island Concours d'Elegance event to be held March 9-11, 2018, and the Facilities Use Agreement attached hereto as "Exhibit 1."

SECTION 2. The City Commission hereby approves the methodology for the collection and distribution of parking fees collected during the Amelia Island Concours d'Elegance.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute the Agreement upon review and approval of the City Attorney.

ADOPTED this 20th day of February, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 6th day of February, 2018, 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 **Amelia Island Concours d'Elegance Foundation, Inc.** whose address is **3016 Mercury Road South, Jacksonville, Florida 32207** (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 for car parking of patrons attending the Concours d'Elegance event and for certain specific uses of the Airport in conjunction with the Concours d'Elegance event being held on Amelia Island, March 9-11, 2018.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY from March 5 –13, 2018 for the event described above and as illustrated on the sketch at Exhibit 1 to this agreement.
2. CITY agrees to coordinate the parking arrangement and provide any setup materials required to facilitate parking in the designated parking areas. Such setup will occur during the period beginning approximately 10 days in advance of the event. USER will provide portable toilet facilities.
3. USER shall pay CITY a fee of \$10,000.00 for the parking area located at the eastern end of Runway 9/27, \$5,000.00 for the parking area located on Taxiway E, and \$5,000 for the parking and assembly areas located near Airport Road. Additionally, CITY will have the right to collect a car parking fee from patrons using the FACILITY for car parking to attend the Concours d'Elegance event (the fees of which are to be disbursed equally among the Experimental Aircraft Association, the Friends of the Fernandina Airport, and the City of Fernandina Beach Municipal Airport).
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 days 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: Amelia Island Concours d'Elegance
Foundation, Inc.
3016 Mercury Road South
Jacksonville, FL 32207

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

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

**AMELIA ISLAND CONCOURS
D'ELEGANCE FOUNDATION, INC.**

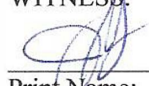
CITY OF FERNANDINA BEACH

By: 
Timothy Pendergast
Its: Director of Operations

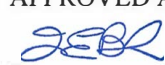
By: _____
Dale L. Martin
Its: City Manager

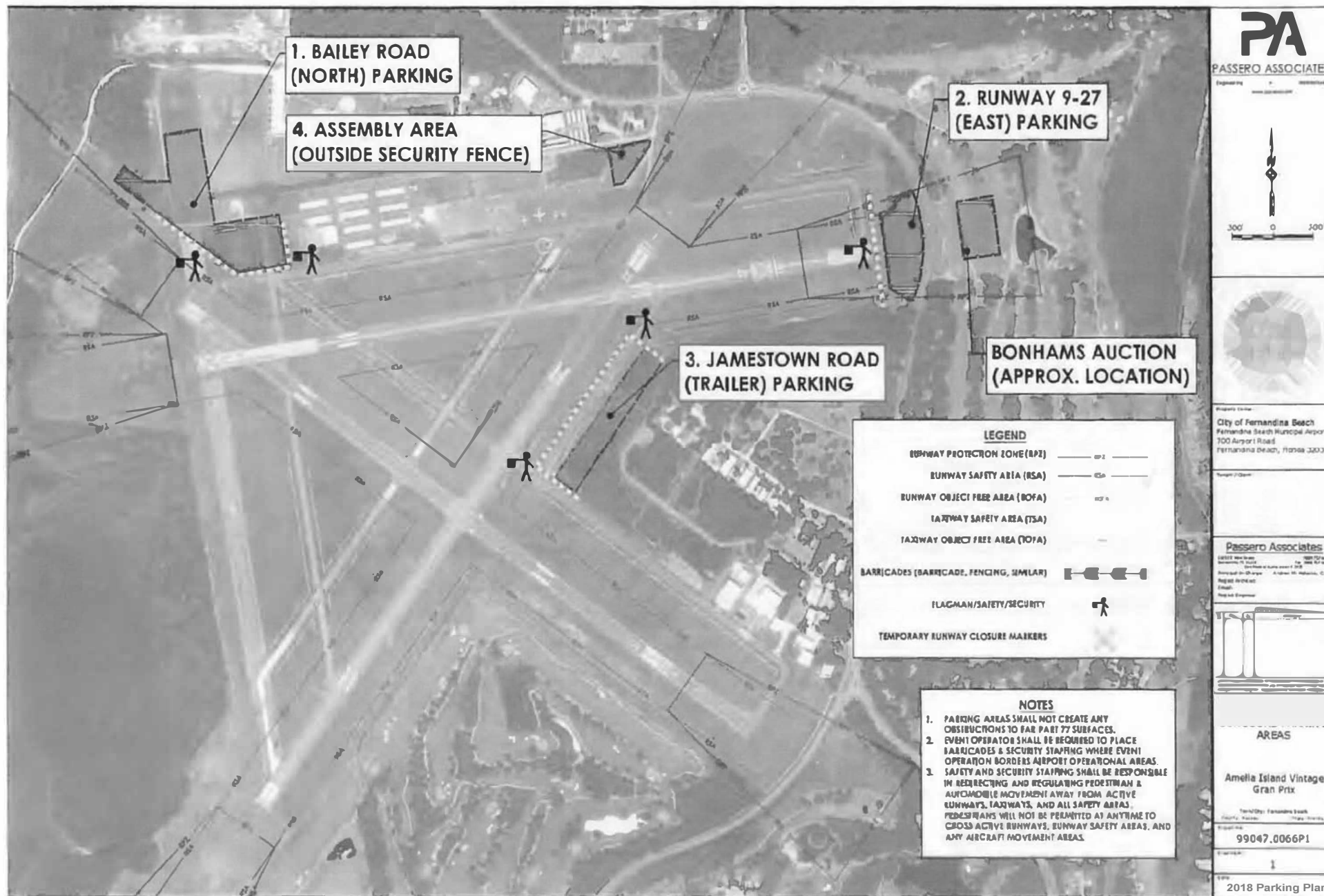
By: _____
Caroline Best
Its: City Clerk

WITNESS:


Print Name: Jennifer Gressi

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach
Its: City Attorney





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2018

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 Phone: (904) 730-0600 Fax: (904) 731-7072

DONOVAN & ABERCROMBIE INS**P O BOX 24960****JACKSONVILLE FL 32241-4960**

Agency Lic#: L044912

CONTACT NAME: **Donovan & Abercrombie Ins**PHONE (A/C, No, Ext): **(904) 730-0600**FAX (A/C, No): **(904) 731-7072**

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **National Casualty Company**INSURER B : **National Casualty Company**INSURER C : **National Casualty Company**INSURER D : **Atlantic Specialty Insurance Company**

INSURER E :

INSURER F :

INSURED

THE AMELIA ISLAND CONCOURS D'ELEGANCE**3016 MERCURY ROAD SOUTH****JACKSONVILLE FL 32207****COVERAGES****CERTIFICATE NUMBER: 62656****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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X	X	KKO0000020930500	07/30/17	07/30/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			KKO0000020930600	07/30/17	07/30/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	XKO0000020930700	07/30/17	07/30/18	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATU-TORY LIMITS ☐ OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
D	Inland Marine / Rented Equipment	X		TBD	02/23/18	03/17/18	680,800 Deductible 2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
The Amelia Island Concours D'Elegance Event March 6, 2017 - March 12, 2017

CERTIFICATE HOLDER**CANCELLATION**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Attention: Airport Manager

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

Blake A. Shewmaker
Blake A. Shewmaker

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-23
Budget Amendment / Capital Improvement Plan Amendment - Golf Course

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-23

SYNOPSIS: According to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$7,500.

The culverts on both sides of Buccaneer Trail need to be improved. The Airport Fiscal Year budget includes \$75,000 for the west side of the trail but no monies were included in the Golf budget for the east side. There is an economy of scale if both access driveways are bid and improved simultaneously. Staff recommends amending the Golf budget so the work may be performed this Fiscal Year.

Staff recommends an amendment to the Fiscal Year 2017/2018 Budget to provide the needed budgeted funds to complete the project.

FISCAL IMPACT: Transferring \$50,000 from the Golf Equipment account, 410 56400 to the Golf Improvements account, 410 56300. The Golf Equipment Package, originally budgeted at \$100,000 will be decreased by \$38,000. Also, the \$12,000 savings from the Golf Cart purchase will be applied toward this project.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-23.

Dale Martin, City Manager 02/07/2018

Patti Clifford, Comptroller 02/07/2018

Tammi E. Bach, City Attorney 02/08/2018

A handwritten signature in black ink, appearing to read "Steve Murphy", is written over a horizontal line.

Date: January 30, 2018

Submitted By: Steve Murphy, General Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE GOLF BUDGET FOR FISCAL YEAR 2017/2018; APPROVING AN AMENDMENT TO 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, the culverts on both sides of Buccaneer Trail need to be improved – the Airport Fiscal Year budget includes \$75,000 for the west side of the trail but no monies were included in the Golf budget for the east side; and

WHEREAS, there is an economy of scale if both access driveways are bid and improved simultaneously and staff recommends amending the Golf budget so the work may be performed this Fiscal Year; and

WHEREAS, staff recommends an amendment to the Fiscal Year 2017/2018 Budget to provide the needed budgeted funds to complete the project by transferring \$50,000 from the Golf Equipment account, 410 56400 to the Golf Improvements account, 410 56300 with the understanding that the Golf Equipment Package, originally budgeted at \$100,000 will be decreased by \$38,000 and using the \$12,000 savings from the Golf Cart purchase; and

WHEREAS, staff recommends amending the Five Year Capital Improvement Plan – adding the Access Driveway for \$50,000, reducing the Golf Cart purchase to the actual amount and reducing the Maintenance Equipment Package.

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

SECTION 1. The City Commission approves the budget amendment increasing the Golf Improvements account, 410 56300, and reducing the Golf Equipment account, 410 56400 by \$50,000.

SECTION 2. The City Commission approves amending the Five Year Capital Improvement plan by adding the Access Road and reducing the Equipment and Cart amounts for fiscal year 2017/2018.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 20th day of February 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-24
Memorandum of Lease - McGill Aviation Corporation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-24

SYNOPSIS: The McGill Aviation Fixed Base Operator (FBO) Office facility sustained roof damage during Hurricane Irma and subsequently interior damage during rains storms in the weeks to follow Hurricane Irma. McGill Aviation Corporation carries liability insurance with the City of Fernandina Beach carried as additionally insured, as required by its ground lease with the City of Fernandina Beach. The existing ground lease with McGill Aviation Corporation expires on March 31, 2018.

Two separate claims for damage were filed by McGill Aviation Corporation following the storms and initial claim estimates have been provided to the policy holder. The attached agreement provides the City of Fernandina Beach with insurance funds issued regarding these claims less a reimbursement to McGill Aviation Corporation in the amount of \$5,276.24 which was expended for professionally-installed temporary roof repairs to protect the facility from further damage.

FISCAL IMPACT: Insurance proceeds under this agreement will be issued to the Airport Fund, and deposited to the Airport Insurance Proceeds Account, 420 36420.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-24.

Dale Martin, City Manager 02/07/2018

Patti Clifford, Comptroller 02/12/2018

Tammi E. Bach, City Attorney 02/12/2018

Date: February 01, 2018

Submitted By: Nathan Coyle, Airport Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE MEMORANDUM OF LEASE BETWEEN THE CITY OF FERNANDINA BEACH AND MCGILL AVIATION CORPORATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, McGill Aviation Corporation provides fixed base operator services within a facility on its leasehold at 650 Airport Road on the Fernandina Beach Municipal Airport; and

WHEREAS, wind and water damage, incurred during Hurricane Irma and subsequent storms, have rendered the needed space, including, but not limited to, office space unusable and requiring major repair and renovations that could take many months to complete; and

WHEREAS, McGill Aviation Corporation maintains wind and liability insurance coverages in accordance with its ground lease, and its insurance carrier has inspected damages to the facility to provide an estimate for repair or payment under these claims; and

WHEREAS, McGill Aviation Corporation and the City are committed to moving forward with these claims, subject to set-offs for applicable insurance deductibles; this Memorandum of Lease provides for the distribution of payments from the insurance carrier under the existing claims for damage.

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

SECTION 1. The Commission approves the Memorandum of Lease between the City of Fernandina Beach and McGill Aviation Corporation, attached hereto as Exhibit "A."

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 20th day of February, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

Memorandum of Lease

This Memorandum of Lease entered into this ____ day of February, 2018 by and between the City of Fernandina Beach, a Florida municipal corporation whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("Landlord") and McGill Aviation Corporation, a Florida corporation whose address is 650 Airport Road, Fernandina Beach, FL 32034 ("Tenant").

WHEREAS, Landlord and Tenant acknowledge that certain FBO lease dated October 1, 1994 which was assigned to Tenant as set forth in that certain Lease Assignment, Modification and Assumption of June 22, 1998 ("Lease"); and

WHEREAS, that the Lease expires on March 31, 2018; and;

WHEREAS, on or about September 10-11, 2017, Hurricane Irma and subsequent rain storms caused significant damages to structures in the City of Fernandina Beach including Tenant's facilities on its FBO leasehold located at 650 Airport Road at the Fernandina Beach Municipal Airport;

WHEREAS, wind and water damage to Tenant's administrative offices and hangar have rendered the needed space, including but not limited to office space, unusable requiring major renovations and repairs that could take many months to complete;

WHEREAS, Tenant maintains wind and liability insurance coverages, in accordance with the Lease, that covers damages caused by Hurricane Irma and subsequent rain storms to Tenant's facilities under the leasehold;

WHEREAS, Tenant's insurance carrier, Auto-Owners-Catastrophe Claims Branch c/o Catastrophe Specialists, Inc. ("Insurer") inspected and estimated costs of repair of damages which Tenant and Landlord have accepted to move forward with insurance claims;

WHEREAS, McGill Aviation and the City are committed to moving forward with these insurance claims, subject to set offs for applicable insurance deductibles, in good faith and in the best interests of all parties.

NOW THEREFORE, with respect to the Lease as modified herein, Landlord and Tenant hereby acknowledge and agree as follows:

1. The above recitals are fully incorporated herein by this reference and are binding on all parties. All other terms and conditions of the Lease not modified herein are in full force and effect.

2. Landlord and Tenant agree that Tenant shall be reimbursed a total of \$5,276.24 from insurance proceeds for installing a protective roof tarp to protect Tenant's damaged facilities on the leasehold. Tenant shall provide Landlord with written proof of payment for the roof tarp prior to receiving reimbursement for the \$5,276.24 expense.

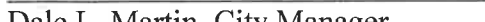
3. The Landlord hereby temporarily waives the requirement under the Airport Minimum Standards for Commercial Operations that Tenant, a Fixed Base Operator, have a minimum of 3,200 square feet of office space, and Tenant will have approximately 2,000 square feet of useable office space until the expiration of the Lease on March 31, 2018.

4. Tenant and Landlord agree that the remainder of insurance proceeds, after reimbursement of funds outlined in section 2 above, will be paid to the Landlord within ten (10) calendar days following execution of this agreement and within ten (10) calendar days after receipt of any additional funds paid to the Tenant from the insurer under the claims contemplated in this agreement. If co-signature of insurance checks by both parties is required, Tenant and Landlord will timely provide signature of each check to allow for disbursement of funds within the timeframes established above.

In witness thereof, Landlord and Tenant have caused this Memorandum of Lease to be duly executed.

CITY OF FERNANDINA BEACH, FLORIDA

MCGILL AVIATION


Dale L. Martin, City Manager


Sean P. McGill, President

ATTEST:


Caroline Best, City Clerk


John G. McGill, Chairman

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach, City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-25
Proposal Acceptance - Applied Technology & Management, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-25

SYNOPSIS: In October, 2016, the City of Fernandina Beach Marina sustained substantial damage as a result of Hurricane Matthew.

While some damage has been repaired, the southern attenuator (also referred to as Dock 1) and associated dockhouse remain inoperable. City officials, working with Federal Emergency Management Agency (FEMA) and State of Florida personnel, sought interest from approved engineering firms (Resolution 2016-55) to prepare a design criteria package for the purpose of entering into a design-build contract to repair the damaged facilities.

On December 22, 2017, the City Manager solicited fees from various engineering firms. On January 12, 2018, Applied Technology & Management, Inc. submitted the sole proposal in the amount of \$34,540. Subsequently, the ATM proposal for design-build services was accepted and approved by the City Commission.

The ATM proposal offered an additional service of project bidding and evaluation in the amount of \$19,460. The City Commission previously endorsed this additional service.

FISCAL IMPACT: Funding is available in the Marina Improvements account, 480 56300 and the project is, furthermore, eligible for federal and state reimbursement (estimated at 87.5% of final project cost).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-25.

Dale Martin, City Manager	02/12/2018
Patti Clifford, Comptroller	02/12/2018
Tammi E. Bach, City Attorney	02/13/2018

Date: February 07, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) IN THE AMOUNT OF \$19,460; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October, 2016, the City of Fernandina Beach Marina sustained substantial damage as a result of Hurricane Matthew; and

WHEREAS, while some damage has been repaired, the southern attenuator (also referred to as Dock 1) and associated dockhouse remain inoperable. City officials, working with Federal Emergency Management Agency (FEMA) and State of Florida personnel, sought interest from approved engineering firms (Resolution 2016-55) to prepare a design criteria package for the purpose of entering into a design-build contract to repair the damaged facilities; and

WHEREAS, on December 22, 2017, the City Manager solicited proposals from approved engineering firms; and

WHEREAS, on January 24, 2018, via Resolution 2018-07, the City Commission accepted the sole proposal from Applied Technology & Management, Inc. in the amount of \$34,540 to prepare the Design Criteria Package; and

WHEREAS, at this meeting, the City Commission expressed its desire to also accept the proposal from Applied Technology & Management, Inc. for additional services (Project Bidding, Evaluation, and Negotiations) in the amount of \$19,460; and

WHEREAS, funding is available in the Marina Improvements account, 480 56300 and the project is, furthermore, eligible for federal and state reimbursement (estimated at 87.5% of final project cost).

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. The City Commission hereby accepts the proposal submitted by Applied Technology & Management, Inc. in the amount of \$19,460, for Project Bidding, Evaluation, and Negotiations relating to preparing a design criteria package which will be utilized to solicit proposals for a design-build contract for Marina repairs.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute a services contract with Applied Technology & Management, Inc. upon review of the City Attorney.

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

ADOPTED this 20th day of February, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

Tammi E. Bach
City Attorney



COPY

December 20, 2017

Ms. Carolyn Best
City Clerk's Office
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Re: Request for Fee to Develop a Design Criteria Package
Replacement of Fernandina Harbor Marina Southern Attenuator

Dear Ms. Best,

Applied Technology & Management, Inc. (ATM) is pleased to submit this response to the City of Fernandina Beach's request for quotations regarding the above referenced solicitation. **ATM** is a Florida-based design, engineering, and consulting firm providing coastal, marine, environmental and water resource engineering services. Design. **ATM** is confident that we are the firm best suited to serve the City's needs on this project as we have been providing services similar to those requested under this solicitation to our Florida clients for more than 33 years.

The primary **ATM** point of contact for this solicitation is the following:

Robert H. Semmes, MS, Project Manager
386.256.1477, ext. 1031 (phone)
855.281-6884 (fax)

Thank you for considering **Applied Technology & Management** for this solicitation. Please do not hesitate to contact me if you have any questions or would like any further information.

This proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Sincerely,

APPLIED TECHNOLOGY & MANAGEMENT, INC.

A handwritten signature in blue ink, appearing to read "Robert H. Semmes", followed by a long horizontal flourish.

Robert H. Semmes, MS
Vice President

Attachment





Response to
City of Fernandina Beach
Request for Fee to Develop a Design Criteria Package
Replacement of Fernandina Harbor Marina Southern Attenuator

1 | NARRATIVE

INTEREST

ATM understands that the City of Fernandina Beach is requesting fee proposals from qualified design criteria professionals for the preparation of a design criteria package with sufficient information for design-build firms to bid or enter into a negotiated design-build contract for the replacement of the Fernandina Harbor Marina southern attenuator. The southern portion of the marina attenuator was largely constructed in the mid-1980s and suffered severe damage from Hurricane Matthew in 2016 and additional damage from Hurricane Irma in 2017.

ATM is currently involved in this project and is completing environmental permitting for the attenuator replacement (Emergency Field Authorization from FDEP – which has already been issued – and a Nationwide Permit #3 from the USACE – which is still in process). ATM also recently completed a Coastal Condition Analysis and provided recommendations for additional geotechnical engineering that will provide the design basis for the attenuator replacement.



Response to
City of Fernandina Harbor Marina
Request for Fee to Develop a Design Criteria Package
Replacement of Fernandina Harbor Marina Southern Attenuator
Section 1

EXPERIENCE



ATM has been working with the City of Fernandina Beach since 1991. We are exceptionally familiar with the City's staff and protocols. ATM has worked extensively on redeveloping the City's municipal marina, finding solutions to the sedimentation problem, and options for expansion including the development of the existing mooring field and completion of the feasibility study related to its expansion. We also recently initiated planning and permitting services for expanding the wet slip marina to the north and realigning the docks in the South Basin.

ATM has provided support to the City on various projects including the following relevant efforts:

- Fernandina Harbor Marina Capacity Study. ATM was contracted to assess the feasibility of increasing capacity of the City's managed mooring field. ***Project involved FIND grant funding.***
- Due Diligence for Fernandina Harbor Marina Expansion. ATM conducted necessary diligence and studies to assess the feasibility of expanding the Fernandina Harbor marina northward. Additional funding was provided to also assess the feasibility of a reconfiguration of the South Basin. ***Project involved FIND grant funding.***
- Marina Dredging Alternative Assessment project. ATM investigated, evaluated, and recommend alternatives to the maintenance dredging regime at Fernandina Harbor Marina.
- Fernandina Marina Regulatory project. ATM provided a mooring field management plan, regulatory coordination, support for Governor's cabinet meeting, and dredging coordination.
- Fernandina Harbor Marina Redevelopment Feasibility project. ATM investigated multiple options for redeveloping the City marina and reducing the long-term sedimentation problem. Permits were obtained, and the marina was partially redeveloped in the early 2000's.



ATM appreciates the strong relationship it has developed with the City and will continue to provide excellent service and support to the City's projects.



Response to
City of Fernandina Beach
Request for Fee to Develop a Design Criteria Package
Replacement of Fernandina Harbor Marina Southern Attenuator

2 | REFERENCES

Reference #1	Maximo Marina
Client	Island Global Yachting
Name	Lee Hicks, General Manager
Address	4801 37th Street South, St. Petersburg, FL 33711
Phone Number	727.867.1102
Email	tlhicks@igymarinas.com

Reference #2	Charleston City Marina
Client	City Marina Company
Name	Robbie Freeman, Managing Partner
Address	P.O. Box 759, Charleston, SC 29402
Phone Number	843.577.7702
Email	rfreeman@megadock.us

Reference #3	Friday Harbour Marina
Client	Geranium Corporation
Name	Shauna Dudding or Vimal Patel
Address	102-3650 Victoria Park Ave., Toronto, Ontario M2H 3P7
Phone Number	416.494.5774 Ext. 201
Email	shauna@fridayharbour.com



Response to
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Replacement of Fernandina Harbor Marina Southern Attenuator

3 | PROJECT APPROACH

DEVELOP DESIGN CRITERIA PACKAGE FOR REPLACEMENT OF MARINA SOUTHERN ATTENUATOR

Proposed Fees

Design Criteria Package (Performance Criteria, Plans, Specifications, and Bid Documents): \$34,540

Recommended Additional Geotechnical Information: \$3,000 to \$5,000 (estimate)

Additional Services (Project Bidding, Evaluation, and Negotiations): \$19,460

Additional Services (Construction Phase Services): TBD

DESIGN CRITERIA PACKAGE

ATM has several professional engineers that specialize in marina design and hold current certificates to practice engineering in Florida under Title XXXII, Chapter 471, Florida Statutes. We have developed numerous design criteria packages suitable for a design build contractor to properly bid on and execute to project specifications. Our packages are thorough and result in comparable side-by-side bids and fewer change orders.

The CCNA defines a Design Criteria Package as “concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.”

Floating docks are pre-engineered proprietary systems that are “designed” by the floating dock manufacturers to meet the performance specifications developed by the design criteria professional so floating dock projects are almost always done on a design-build basis. ATM has already developed project design basis information for water levels, winds, currents, etc. and will develop performance criteria and the plans and specifications needed for design build contractors to bid on the project on an “apples to apples” basis.

DEVELOPMENT OF PERFORMANCE CRITERIA

ATM will develop performance and loading criteria for the proposed floating docks, anchor piles, utilities, gangway(s), and dock appurtenances. These criteria will be based upon over 30 years of experience with marina bidding/design.

Specific criteria to be defined include, but are not limited to:

- City Product and Materials Preferences
- Environmental Conditions



Response to
City of Fernandina Harbor Marina
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Section 3

- Required Attenuation Properties
- Load Requirements and Spacing for Cleats and Bollards
- Dockside Utilities Requirements and Loads
- Fire Protection Requirements
- Loading Criteria
 - Dead Loads
 - Live Loads
 - Wave Loads
 - Impact Loads
 - Load Combinations
- Dock/Flotation Performance Criteria
 - Maximum/Minimum Freeboard
 - Location Tolerances
 - Maximum Allowable Bending and Deflection
 - Maximum Angle of Tilt under Applied Loads
- Fabrication and Installation Requirements
- Testing, Certification, and Warranty Requirements

These performance criteria will be incorporated into the technical specifications which will be used by the design/build contractor and/or their dock supplier to develop the final design of the system. This is the standard approach to floating dock system procurement in the industry.

Note on Geotechnical Investigation

As noted in the Design Basis Memorandum (ATM, 8 January 2018), a geotechnical investigation was conducted in 1997 by Atlanta Testing & Engineering (see Appendix) to provide information needed to design the docks installed north of Brett's Waterway Café in the early 2000s. The existing geotechnical information lacks sufficient detail in the area proposed for attenuator replacement and lateral soil parameters needed to complete the attenuator anchor pile design. To gather information for accurate design of pile supported docks, additional geotechnical analysis and interpretation is needed, but it is ATM's professional opinion that the 1997 boring depths and coverage are sufficient and additional field work will not be required.

ATM recommends retaining a geotechnical engineering firm to review the 1997 report and provide the following:

- Description of subsurface conditions based on previously collected data
- Pile foundation lateral analysis using software such as ALLPILE or LPILE
- Seismic considerations in general accordance with the current edition of the International Building Code (IBC) including liquefaction analyses
- Lateral earth pressures
- Design parameters
 - N values
 - Unit weight
 - Friction angle and/or cohesion
 - Horizontal modulus (k value for LPILE)
 - Strain at 50% (e50 for LPILE)
 - Relative density for sands
- Lateral pile recommendations



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Section 3

PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Once the design of the various project components is developed, **ATM** will compile a comprehensive bid package for solicitation of competitive bids from qualified marine general contractors and commercial dock suppliers. This package will include, but not necessarily be limited to, the following primary components:

- Front end documents – **ATM** assumes that the City will supply the bulk of the front-end documents including the form of contract and insurance/bonding requirements. **ATM** will develop and supply:
 - Project narrative
 - Instructions to bidders
 - Bid form/schedule of values
- Bid drawings
- Technical and environmental specifications
- Technical appendices (geotechnical information, wind/wave report, permits, etc.)

The bid documents will include solicited and/or unsolicited bid alternatives which will give insight into bidder pricing and provide value engineering options to potentially reduce overall project costs.

All the documents described above will be compiled into a comprehensive set of bid documents suitable for distribution to Contractors and commercial dock suppliers for bidding of the work. Those elements of the package that represent final designs will be signed/sealed by a Professional Engineer registered in the State of Florida as required.



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Section 3

ADDITIONAL SERVICES – PROJECT BIDDING, EVALUATION, AND NEGOTIATION

ATM will utilize the comprehensive bid package to procure formal, competitive bids for the proposed expansion. **ATM** will administer the bidding process on behalf of the City and will act as primary point of contact and liaison between bidders, design consultants, and the City. Specific responsibilities under this task will include:

- Contact regional, national, and international contractors and dock suppliers to gauge interest in the project and to identify appropriate contact persons for bid distribution
- Develop distribution list of qualified bidders and suppliers based upon **ATM's** experience in the region, industry contacts, and input provided by the City
- Compile and distribute the comprehensive bid package via email; hardcopies will be made available to potential bidders for a fee upon request
- Coordinate, host, and participate in a pre-bid meeting with prospective bidders and suppliers. It is assumed that this meeting will be held onsite and will be a half-day in duration
- Review and respond to technical queries Request for Information (RFIs) during the bidding process as required to answer all received RFIs. Formal addenda will be developed and issued to bidders as needed. Limited to 24 hours of **ATM** Project Manager professional time
- Conduct detailed technical review of received bids
 - Tabulate bids in MS Excel™ software for ease of comparison
 - Review bids to ensure thoroughness and adherence to bid requirements
 - Review contractor's technical submittals for conformance with design intent and criteria
- Provide formal recommendation for award to the City regarding contractor selection
- Provide technical support to the City during negotiations with the selected contractor(s). Limited to eight hours of **ATM** Project Manager professional time



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4 | QUALITY OF FIRM EXPERIENCE

Applied Technology & Management, Inc. (ATM) is a specialized engineering and consulting firm with a dedicated focus on waterfront and marina development. We have substantial marina experience in the municipal realm and on projects similar to that which is proposed by the City of Fernandina Beach. **ATM will be the prime consultant for this solicitation**, and has included **Maffett-Loftis Engineering (MLE)** as our teaming partner.

Founded in 1984, **ATM** has grown to be an international firm providing marine, coastal, environmental, and water resources engineering services to public and private clients. Our staff includes professional engineers, business specialists, ecologists, environmental scientists, modelers, marina planners and designers, professional surveyor/mappers, and CAD and GIS specialists who work on projects throughout the United States and internationally. **ATM's** staff is located in offices along the eastern U.S. and Dubai, UAE.

Our services are grouped into five principal disciplines:

- Marina & Waterfront Development
- Coastal Engineering
- Specialized Civil & Environmental Engineering
- Environmental Sciences
- Water Resources

Our Marina Team is experienced in all facets of marina development, including preliminary planning, market and feasibility studies, cost estimating, business pro forma preparation, design, environmental permitting, detailed plans and specifications, bidding, and construction phase services.

MARINA AND WATERFRONT DEVELOPMENT AND REVITALIZATION

A primary element of our business is a specialization in marina and waterfront projects. We have a full-service marina group with comprehensive experience in all phases of waterfront planning and development. **Our marina staff have evaluated, planned, permitted, and/or designed over 700 public and private boating access sites throughout the U.S. and abroad.** Many of these projects have included the full range of our services beginning with initial evaluation, planning and feasibility studies, proceeding to permitting, design and construction. Projects have ranged in size from small boat ramps and fishing piers to large municipal marinas, drystacks, and megayacht facilities.

ATM uses an integrated approach to marina development and redevelopment with proven success in the municipal arena. Our project methodology involves the combined and parallel analysis of market demand, economics, environmental considerations, community goals, engineering factors, and operational issues that drive the planning, design, and construction process.



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Our Marina Team offers the following services:

- Feasibility studies
- Facility/site evaluations
- Condition assessments
- Waterfront & marina planning
- Marina market analysis
- Marina economic analysis
- Marina operational planning
- Marina grant funding assistance
- Regulatory permitting
- Marina engineering design
- Upland facility coordination
- Public consensus building
- Construction phase services

FUNDING - In today's economic climate, securing funding for marina projects has become increasingly difficult. It is more important than ever to consider all funding sources available, particularly grant funding. **ATM** maintains contacts throughout the marine industry and routinely works with our clients to identify potential sources of grant funding assistance for marine projects. This has ranged from procurement of large grants for marina projects to funding for pump outs and boat ramp improvements. **ATM** staff pursues funding opportunities from a variety of state, regional and local sources, as well as federal programs that include the U.S. Fish and Wildlife Service, Clean Vessel Act, and Boating Infrastructure Grant (BIG P) programs.

In recent years, **ATM** has helped its marina development clients receive over **\$15,000,000** in grant funding assistance to facilitate marina and waterfront projects. **Much of this work has been for municipal clients.**

ENGINEERING DESIGN - From design/performance specifications for floating docks, structural design of fixed piers, mooring point connections, and shoreline stabilization, to customized marina utility integration, **ATM** has a long record of accomplishment with marina design projects and maintains strong, ongoing relationships with marina/dock suppliers and industry-leading contractors that help us develop unique marina engineering solutions

ATM operates at the forefront of sustainable marina development and has designed several facilities to be compliant with "Clean Marina" or "Blue Flag" programs. Our excellence in the field of marina design has resulted in the receipt of the 2009 PIANC Award for outstanding marina design (Charleston City Marina).

SUB CONSULTANTS



ATM has included Maffett Loftis Engineering (MLE) to provide utilities engineering services for these projects. MLE offers the full range of engineering and consulting services for new and existing facilities, including heating, cooling, ventilating, plumbing, electrical, fire alarm, fire protection, IT networking systems, and arc flash analysis for the marina and general construction industry.

MLE has worked with ATM on several projects over the past few years and is familiar with Fernandina Marina as they were part of the ATM team where they provided a storm damage report for the Marina. MLE's scope was to assess all marina damage, which included an on-site visit and an extensive report detailing the storm damage to the utility systems. Also included in the report, was an estimation of the cost to repair the damage.



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ATM also contracted with Mr. Loftis of MLE for an assessment report for Golden Isles Marina located on St. Simons Island, GA; the work scope was very similar to that of Fernandina Marina. On average, Mr. Loftis is the engineer of record of 10 to 15 marina projects per year. Many projects are renovation in nature and are similar in scope to the proposed scope for Fernandina Marina. MLE has extensive marina design experience of electrical systems all over the US. One of the largest marina projects was a 1,140-wet slip marina in Buffalo, NY. The utility power utilized was 480-volt 3-phase totaling over 3,600-amps with shore power receptacles ranging from 30-amps to 200-amps slip.

RELEVANT PROJECT EXPERIENCE

Project Name & Location	Fernandina Harbor Marina, Fernandina Beach, FL
Client/Project Owner	City of Fernandina Beach
ATM has been involved with numerous studies, planning exercises, permitting efforts, and design and bid document preparation efforts for 27 years. In the mid-1980s, the Fernandina Harbor Marina Joint Venture redeveloped and significantly expanded the marina southward by dredging the intertidal mudflat and installing modular concrete floating docks protected by a concrete floating attenuator. In 1991, ATM completed a study for the Joint Venture ("Alternatives to Reduce Sedimentation in the Fernandina Harbor Marina") that built on the work completed by Drs. Mehta and Christensen at the University of Florida in 1979. The study identified the major source of sedimentation as coming from fine-grained sediments carried by the strong tidal currents that settle in the marina during slack tides. The original facility was poorly sited in this regard and the 1980s expansion merely exacerbated the problem. In 1996, the City reacquired the marina from the Joint Venture and retained ATM and EDSA to conduct a local planning charrette for redevelopment of the Front Street waterfront. Following the charrette, ATM completed a comprehensive feasibility study for the marina that identified the environmental conditions including: wind, waves, depths, currents, sedimentation, etc.; discussed the sedimentation and dredging issues that have plagued the marina operation since initial construction; and provided a series of alternatives to solve or significantly improve the dredging issue. The study also included an existing facilities condition assessment, market and financial considerations, and a facilities inventory. Following completion of the feasibility studies and presentation of the selected alternative to the City and its citizens, ATM completed a series of studies necessary for the permitting and design of the selected improvements. The proposed plan included expanding the marina to the north of Brett's restaurant in naturally deep waters to the City's property line and eventually expanding further north if and when adjacent properties could be acquired; realigning the docks in the southern portion of the marina so that the boats and docks were aligned with the tidal currents; moving the boat ramp to the far southern end of the project; constructing a low elevation scour wall at the edge of the mudflat that would permit tidal exchange behind the wall; and placing dredged material behind the wall to elevate the mudflat to support marsh grasses and oyster reefs. Studies completed included a geotechnical investigation, sediment chemistry and water quality studies, a flushing analysis, and biological studies (including a biological diversity study of macroinvertebrates). Detailed permit applications were submitted in 1997 that included the marina expansion to the north, realignment of the docks in the south, placement of the new low-elevation wall, dredging and dredged material placement in the existing mudflat, construction of a new intertidal wetland feature, a large overwater deck, and a pedestrian boardwalk around the new marsh. State and federal permits were obtained in 1999 for the proposed works. As part of the negotiation process, a congressional authorization	



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was sought and obtained for movement of the adjacent but disused federal deep-draft navigation channel to the west so the marina improvements to the north could be permitted.

In 1999 and 2000, **ATM** developed plans and specifications for the new marina proposal including the marsh creation and overwater decks, boardwalk, and low-elevation wall. Because the cost to complete the larger project was deemed too high by the City, scaled down improvements were rebid and constructed including: realignment of the southern attenuator, construction of an extended attenuator and two additional side-tie docks north of Brett's restaurant, construction of a new steel sheet pile wall north of Brett's, boardwalk over the new wall and around the concrete foundation of Brett's restaurant to reach the new docks, and installation of a new fueling system and fuel building/store on the attenuator. All improvements were in-place by 2003.

In 2004, **ATM** completed designs and permitting for the current municipal mooring field, updated designs for the marina components not previously constructed, completed additional sediment chemistry services, and obtained state and federal permits for marina dredging. In 2006, **ATM** completed permitting services related to the rehabilitation of Docks 7-9 in the southern portion of the marina.

In 2010, **ATM** reviewed past reports, letters and other documentation and completed a structural review of the foundation for Brett's Waterway Café and provided our recommendations.

In 2011, **ATM** completed a comprehensive marina dredging alternatives assessment where several options were considered including building a new spoil containment area on New Island and an exploration of new and/or innovative technologies. **ATM** surveyed the range of practical available alternative technologies and evaluated them side-by-side in terms of cost, environmental impact, regulatory feasibility, practicability of actual full-scale implementation, etc., and developed recommendations and estimates for the long-term cost of any recommended technologies. The effort provided considerable focus on a technology developed approximately 30 years ago in the Netherlands called water injection dredging that is only employed on a limited scale in the United States in Louisiana. Instead of excavating the accumulated sediments and removing from the system, water is injected into the mud layer increasing the water content of the mud layer until it becomes fluid mud and starts to flow as a density current.

In 2015, **ATM** completed due diligence services related to acquisition of an adjacent waterfront property north of the marina including conceptual design services, regulatory feasibility, and financial feasibility of expanding northward. In 2015, **ATM** also completed an engineering and financial feasibility study that considered the potential for realigning the docks in the south basin to provide more mooring areas in deeper water and reduce the maintenance dredging burden. Several concepts were developed and cost estimates and revenue projections were prepared for the consensus layout. The regulatory feasibility of this reconfiguration was also explored. In 2015, **ATM** also completed a feasibility study to determine if the municipal mooring field could be expanded and if so, what locations are available under existing rules and the capacity of the redeveloped field.

In 2016, **ATM** was retained to complete a federal grant application under the Boating Infrastructure Grant (BIG) Program for \$1.5M in federal funds to complete the proposed northern expansion. **ATM** also developed permit drawings and applications for this northward expansion. In 2016, **ATM** also explored the relocation of the federal shipping channel that is adjacent to the northern marina expansion area. Even





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though this realignment was authorized by Congress in 2000, the US Army Corps of Engineers never officially executed the movement. New alignment alternatives were developed and new dredging quantities for the disused portion of the channel south of Mile 3.

In 2017, **ATM** completed design and permitting services related to the expansion of the municipal mooring field to 71 mooring spaces. The new field will include state-of-the-art mooring arrangements anchored by helical screws with downline technology that includes elastics rodes, no chain, and limited steel hardware for better maintenance and product life. Two sample arrangements are currently being tested in the existing field. The permit from the State of Florida under a new Noticed General Permit program has been obtained. The federal permit is forthcoming and only lacks completion of archeological field studies.

In 2017, **ATM** also completed a comprehensive marina damage assessment following Hurricane Matthew and provided a complete ledger of damaged components and provided a cost estimate for the repair or replacement of these items. We also assisted the City with coordination with the FEMA representative for the completion of the request for funding to repair or replace the marina.

ATM recently obtained state permits for the replacement of the marina southern attenuator, reconfiguration of the south basin, and demolition and replacement of the overwater "Vuturo" building over City-owned submerged lands to the north of the marina. **ATM** also recently completed a design basis report for the replacement of the southern attenuator that included a Coastal Conditions Analysis (wind, waves, currents, storm conditions, etc.) and recommendations for additional geotechnical engineering for the southern attenuator replacement.

Project Name & Location	Maximo Marina Design Services, St. Petersburg, FL
Client/Project Owner	Island Global Yachting

ATM is currently supporting the redevelopment of Maximo Marina, a 217-berth marina for vessels up to 100 feet. **ATM** has prepared a permitting strategy to maintain the covered marina berth, a market study, conceptual redevelopment plan, resiliency evaluation for design alternatives and a ten-year pro forma projection model to assess financial feasibility. Following completion of the preliminary phase of the redevelopment, **ATM** was engaged to advance redevelopment concept and prepare construction documents for the Marina infrastructure.

Permit services also included sediment testing and evaluation and additional testing to refine the location of a hot spot found in the marina sediments. The design included replacement of the perimeter bulkhead with steel sheet pile, dredging of approximately 10,000 cubic yards of accumulated sediments, covered perimeter fixed pier slips for vessels up to 100 feet, covered boat lift slips for vessels up to 36 feet, and covered floating dock slips for vessels from 36 feet to 70 feet. The property is currently being redeveloped to the redevelopment plan and the marina is under construction to be completed in Summer 2018.



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Project Name & Location	Dredging and Breakwater, St. Augustine, FL
Client/Project Owner	City of St. Augustine
ATM provided engineering services for the Environmental Resource Permitting and design of a new breakwater and marina expansion of 50 additional boat slips. The location of the marina makes it vulnerable to strong winds and currents during northeasters and the changes will serve to protect the marina basin and add new usable slips. The project also included dredging of 12,000 cubic yards of accumulated material from the marina basin and transport to an offsite disposal facility. The permits for dredging and the breakwater were secured in less than six months. ATM provided construction documents, bid support, and construction oversight.	

Project Name & Location	Marineland Marina, Marineland, FL
Client/Project Owner	Town of Marineland
ATM engineers completed a marina feasibility study for the proposed redevelopment of the 33-slip Marineland Marina, which was destroyed by Hurricane Floyd in August 1999. This study included a market analysis, conceptual layouts for an expanded marina facility, preparation of an opinion of probable construction costs, and regulatory review. The feasibility study indicated that the marina could be successfully redeveloped and expanded to 85 wet slips. ATM developed basic plans and performance specifications as well as provide bidding support services for the floating dock system and dock utilities in support of Phase I construction of Marineland Marina. ATM is currently providing the Town of Marineland with marina consulting assistance associated with the Phase II bidding and construction of the Marina.	

Project Name & Location	Charleston City Marina, Charleston, SC
Client/Project Owner	The City Marina Company
ATM began working with The City Marina Company in 1994 as the City of Charleston was privatizing the 30-year-old municipal marina located in the heart of historic Charleston. Detailed economic and investment strategies were developed and were subsequently followed by several years of phased improvements and expansions to the facility. ATM provided a full range of consulting services, including extensive regulatory permitting and complete redesign and reconstruction of the marina's infrastructure and docking facilities. Subsequent improvements included the addition of a 1,000-foot-long transient "Mega Dock" and high-speed fueling stations specifically designed to capture the largest boats passing through Charleston's historic seaport.	



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Project Name & Location	Friday Harbour Planning & Development, Ontario, Canada
Client/Project Owner	Geranium Corporation
Geranium Corporation retained ATM to assist with the planning and development of a 700-slip recreational marina development on Lake Simcoe, Ontario. Our efforts included a detailed analysis of the market for marina slips in the project region, marina planning, economic analysis, and regulatory support. ATM assisted with continued analysis, planning and execution of the marina development program at Friday Harbour, which will include several diverse tasks, from updating the marina plan and modification updates of the pro forma financial analysis for the marina portion of the project to specialized assistance with selection of a marina manager for the facility. ATM also assisted client with continued analysis, planning, and execution of the marina development program at Friday Harbour, which included several diverse tasks, from updating the marina plan and modification updates of the pro forma financial analysis for the marina portion of the project to specialized assistance with selection of a marina manager for the facility.	



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5 | QUALIFICATIONS OF STAFF

The **ATM** professionals proposed to serve the City of Fernandina for this assignment are highly experienced and exceptionally well-suited to this assignment given their experience performing services such as those outlined in this solicitation for the City of Fernandina, and many other municipalities throughout Florida. Staff proposed for this assignment include:

Robert Semmes, MS (ATM) – Project Manager:

Mr. Semmes has served in the role of Project Manager for more than 25 years on a variety of marina and waterfront projects. ***He began consulting on the marina with the City in the mid-1990s, and has served as Project Manager for various projects for the City of Fernandina Beach since 1996.*** Mr. Semmes is extremely familiar with the Fernandina Harbor Marina having and the various issues with the facility and has completed marina planning, environmental studies, engineering design, financial projection modeling, submerged lands lease issues, mooring field planning and feasibility, environmental permitting and studies related to improving the marina's sedimentation problem.

He has extensive experience in waterfront planning and development projects. Mr. Semmes specializes in marina development and revitalization, the extraordinary needs of megayacht harbors, financial performance projection modeling for modern luxury marina developments, marina market segmentation, and specialty environmental issues related to port and harbor development, and ecosystem assessment, restoration, and mitigation.

He has also prepared numerous water and sediment quality assessments, sedimentation investigations, and plans and specifications for dredging, marina, and boat landing construction projects. He has extensive permit preparation and negotiation experience for projects with complex environmental issues, including open water and ocean disposal of dredged material and the larger issues related to harbor deepening and expansion.

Mr. Semmes' skills are varied and inclusive, and is able to manage all aspects of comprehensive development projects, including planning, siting, permitting, economic development and feasibility, environmental studies, mitigation, development of plans and specifications, construction supervision, permit compliance, modeling, and monitoring.

Timothy Mason, PE (ATM) – Design, Bid Documents, Construction Services

Mr. Mason has extensive experience with Fernandina Harbor Marina projects. He assisted with the development of the 1996 feasibility report to aid in the redevelopment of the municipal marina. He completed an investigation of dredging and disposal alternatives and proprietary issues and the hydrodynamic/flushing analysis in support of the FDEP permit application. He assisted with the facility design services for the marina redevelopment and assisted the City's engineer to secure state and federal authorizations for maintenance dredging, develop maintenance dredging bid package, and support during administration of maintenance dredging contract.

Mr. Mason has extensive experience in coastal and waterfront engineering, development, and management projects, focusing on coastal and marina planning and feasibility evaluations, engineering, and environmental assessment. His experience includes all phases of project implementation: planning and feasibility, permitting,





Response to
City of Fernandina Harbor Marina
Request for Fee to Develop a Design Criteria Package
Replacement of Fernandina Harbor Marina Southern Attenuator
Section 5

design, plans and specifications, tendering/bidding, construction, monitoring, and mitigation planning. Project experience and locations extend along the east coast from Rhode Island to Florida, the Gulf of Mexico coast, Pacific coasts of Mexico and Central America, the Caribbean, Europe, and Middle East.

Mr. Mason has been a project manager for more than 18 years on projects ranging from community boat ramp/waterfront access projects to large-scale, multi-faceted resort destination development projects. He has been responsible for international field data collection and analysis in support of engineering design and environmental impact evaluations from small docking and marina facilities to large-scale resort developments, wave and oceanographic modeling for waterfront projects, beach nourishment and coastal structures design, market studies for small craft and megayacht facilities, and due diligence for waterfront facilities. He has significant experience in geotechnical evaluations for beach nourishment projects, docking system design and specification (fixed and floating structures), and shoreline stabilization structures for both public and private clients.

Pete Peterson, PE (ATM)– Design, Bid Documents, Construction Services

Mr. Peterson is also particularly familiar with Fernandina Harbor Marina as he has been involved with various projects since 1996. He has previously served as Design Engineer for the City's marina modifications, completed the post-hurricane damage assessment in 2016, and completed structural evaluations for the City boat ramp and pile foundation for Brett's restaurant. Mr. Peterson has extensive experience with coastal structures, tidal and current studies, and marine construction. He has worked on and served as the Engineer of Record for marine and waterfront projects throughout the US, Central America, and the Caribbean. He has been responsible for all facets of marine projects, including planning, design, permitting, and construction. Work includes large marine construction projects including commercial docks, piers, revetments, jetties, dredging, and mooring facilities. He has an extensive background in oceanographic and water related activities from both a construction and environmental perspective.

Mr. Peterson has worked on a variety of international marina, coastal, and port projects, including Central America, China, and throughout the Caribbean. The projects have included private marinas, large cruise ship siting studies, coastal processes and shoreline change analysis, coastal structure design, and due diligence investigations for marina and coastal developments.

Gary D. Loftis, PE (MLE) – Utilities Engineer

Mr. Loftis will provide utility engineering services for this project. He is a registered professional electrical engineer with more than 30 years of experience in the electrical field. Mr. Loftis is a principal at MLE with extensive experience in marina electrical design and is a certified Deputy Electrical Inspector with the State of Tennessee. He is a member of the International Association of Electrical Inspectors (IAEI) and is currently serving as the President of the TN Chapter, and is also a member of the National Fire Protection Association (NFPA). Mr. Loftis holds a certification from the American Boat & Yacht Council (ABYC) for Marine Electrical. He also has served as an expert witness for marinas. Mr. Loftis is foremost concerned about marina safety and has the knowledge and experience of marina electrical systems required to ensure that electrical code requirements are effective, practical, and economically feasible.



Response to
City of Fernandina Beach
Request for Fee to Develop a Design Criteria Package
Replacement of Fernandina Harbor Marina Southern Attenuator

6 | DEMONSTRATED GOVERNMENT EXPERIENCE

We believe that **ATM's** 75-80 percentage rate of repeat business is due to our efforts to work as an extension of our clients' staff and to keep our clients well informed of the status of their projects.

As mentioned previously in Section 4, **ATM** has specific, relevant experience working in the municipal arena on marina projects. Through this experience we are aware of many discrete considerations that may be more relevant to a municipality than a private developer. Bond funding mechanisms, specialized slip rates (or discounts) for local residents, requirements for public access, and the need for municipal marina facilities to be self-sufficient so as not to drain public coffers are among these considerations. Key experience with municipal recreational marinas includes (but is not limited to) work on the following projects:

More than 75% of our business is with previous clients – repeat business is a testimony of the best kind.

- Fernandina Harbor Marina, FL
- Marineland Marina, FL
- City of Clearwater, FL
- Laishley Park Marina, FL
- Madeira Beach Municipal Marina, FL
- Naples City Marina, FL
- Palatka Waterfront, FL
- Okee Tantie Marina, FL
- Fort Pierce City Marina, FL
- Tired Creek Lake Marina, GA
- Beaufort City Marina, SC
- Charleston City Marina, SC
- Cooper River Marina, SC
- Pascagoula Harbor Marina, MS
- Long Beach Harbor, MS
- Marina at English Park, KY
- Washington Sailing Marina, VA
- Oconeechee State Park, VA
- Gratwick Park Marina, NY
- Parker's River Marina, MA
- City of Crystal River, FL
- City of Jacksonville, FL
- Charleston County Parks and Recreations, SC
- City of Brunswick, GA
- City of Titusville, FL
- College of Charleston Foundation, SC
- Anderson County, SC
- Maricopa Water District, AZ
- City of Atlantic Beach, FL
- Government of Montserrat
- City of Isle of Palms, SC
- Borough of Carteret, NJ
- Town of Yarmouth, MA
- Town of Mount Pleasant, SC
- Town of Marineland, FL
- Burlington Harbor Marina, VT
- City of Apopka, FL
- City of Daytona Beach, FL
- Florida Department of Environmental Protection
- City of St Petersburg, FL
- City of Rivera Beach, FL
- Town of Clarksville, VA
- Dubai ports Authority, UAE

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2018-03
Code Amendment - Overnight Parking

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-03 at First Reading.

SYNOPSIS: The Events Committee and the City Manager's Office have asked that the City Commission amend Chapter 78 of the City Code to allow parking of recreational vehicles and tents as approved by the Events Committee and with a Special Events Permit. This Ordinance would limit the locations to City owned properties such as the Main Beach parking lots and Central Park.

The attached Ordinance approves an amendment to Ordinance 2011-15 to allow recreational vehicles and tents overnight when approved by the Events Committee and with a Special Event Permit.

FISCAL IMPACT: The proposed fee for overnight parking and tenting is \$200 per event and is included in the amended Fee Schedule.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): No additional comments.

Dale Martin, City Manager 02/12/2018

Patti Clifford, Comptroller 02/12/2018

Tammi E. Bach, City Attorney 02/13/2018

Date: January 29, 2018

Submitted By: Mary Hamburg, Public Information Officer

COMMISSION ACTION: Approve

ORDINANCE 2018-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING ORDINANCE 2011-15 AND AMENDING THE CITY CODE OF ORDINANCES CHAPTER 78, ARTICLE III, STOPPING, STANDING AND PARKING, DIVISION I GENERALLY, BY AMENDING SECTION 78-84 TO ALLOW OVERNIGHT PARKING OF RECREATIONAL VEHICLES, TRAILERS, AND TENTS WHEN APPROVED BY THE EVENTS COMMITTEE AND WITH A SPECIAL EVENTS PERMIT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, that:

SECTION 1. It is hereby proposed that Section 78-84, Code of Ordinances, City of Fernandina Beach, Florida, be amended to read as follows:

Sec. 78-84. Stopping, standing, or parking prohibited in specified places.

(a) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

(1) Stop, stand or park a vehicle:

- a. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- b. On a sidewalk.
- c. Within an intersection.
- d. On a crosswalk.
- e. Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the department of transportation or department of public works indicates a different length by signs or markings.
- f. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.
- g. Upon any bridge or other elevated structure upon a highway.
- h. On any railroad tracks.
- i. On a bicycle path.
- j. At any place where official traffic control devices prohibit stopping.

(2) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

- a. In front of a public or private driveway.
- b. Within 15 feet of a fire hydrant.
- c. Within 20 feet of a crosswalk at an intersection.
- d. Within 30 feet upon the approach to any flashing signal, stop sign, or traffic control signal located at the side of a roadway.
- e. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when property sign posted).
- f. On an exclusive bicycle lane.

g. At any place where official traffic control devices prohibit standing.

(3) Park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers:

- a. Within 50 feet of the nearest rail of a railroad crossing unless the department of transportation or city manager establishes a different distance due to unusual circumstances.
- b. Alongside or adjacent to any curb painted yellow.
- c. Across pavement lines painted on the roadway designated for parallel or angular parking.
- d. At any place where official signs prohibit parking.

(4) Park overnight ~~without a valid permit~~ any recreational vehicle, travel trailer, travel camper, mobile home or similar vehicle, or park any boat trailer, utility trailer or similar vehicle whether occupied or not, overnight on public property, including but not limited to public streets and public parking lots, with the exception of Special Events that have been approved by the Events Committee and that have obtained a Special Events Permit.

(5) All vehicles, including but not limited to recreational vehicles, boat trailers and utility trailers, parked for any time on public property, shall be currently and validly registered with the appropriate state title as evidenced by a valid tag displayed on the vehicle.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. This Ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED this _____ day of _____, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-04
Fee Schedule Amendment - City Manager's Office

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Approve Ordinance 2018-04 at First Reading.

SYNOPSIS: The Events Committee has evaluated the fees of Special Events and is proposing the amended Fee Schedule for the City Manager's Office.

FISCAL IMPACT: If approved, the amended Fee Schedule will recuperate City expenses related to Special Events.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2018-04 at First Reading.

Dale Martin, City Manager	02/12/2018
Patti Clifford, Comptroller	02/12/2018
Tammi E. Bach, City Attorney	02/12/2018
Katie Newton, Legal Assistant	02/13/2018

Submitted By: _____ Date: January 29, 2018
Mary Hamburg, Public Information Officer

COMMISSION ACTION: Approve

ORDINANCE 2018-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE CITY MANAGER'S OFFICE FOR FY 2017/2018; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance; and

WHEREAS, fees were reviewed by the Event Committee and revised to ensure that the cost of providing services is fully covered by an appropriate user fee.

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

SECTION 1. The City Commission hereby approves the amended City Manager's Office Fee Schedule, attached hereto as Exhibit "A," for Fiscal Year 2017/2018.

SECTION 2. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 3. This Ordinance shall take effect upon approval.

ADOPTED this 20th day of March, 2018.

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

CITY MANAGER'S OFFICE:

	<u>Current Fee:</u>	<u>Proposed Fee:</u>
Horseback Riding Permits	\$25.00	\$25.00
<u>SPECIAL EVENTS</u>		
Special Events Permit	\$100.00	\$100.00
Special Event Late Fee	\$500.00	\$500.00
Banner Permit Fees (Centre and 8th / Lime and 8th, and Pole Banners)	\$50.00 for up to 3 locations	\$50.00 for up to 3 locations
Banner Hanging Fee (Centre and 8th)	\$75.00	\$75.00
Banner Hanging Fee (Lime and 8th)	\$50.00	\$50.00
Pole Banner Hanging Fee	\$10.00/pole	\$10.00/pole
Tent Permit	\$40.00 for up to 4 Tents	\$40.00 for up to 4 Tents
Street Closures (downtown) Centre Street (Front-5th)	\$500.00	
Street Closures (downtown) Each Additional Block	\$100.00	
All Parking Lots	\$500.00 City \$625.00 Non-City	
Parking Lot Half Day Private Use		\$100.00 City \$125.00 Non-City
Parking Lot Full Day Private Use		\$150.00 City \$188.00 Non-City
Parking Lot Half Day Commercial Use		\$500.00
Parking Lot Full Day Commercial Use		\$750.00
Parking Lot Half Day Non-Profit (free public event)		\$150.00
Parking Lot Full Day Non-Profit (free public event)		\$225.00
Parking Lot Half Day City Non-Profit (free public event)		Free
Parking Lot Full Day City Non-Profit (free public event)		Free
Parking Lot Half Day Non-Profit Fundraiser		\$200.00
Parking Lot Full Day Non-Profit Fundraiser		\$300.00
Barricades	\$4.00/barricade	\$17.00/barricade
Event Fencing	\$150.00, \$1 per linear foot, minimum 150 feet	\$2 per linear foot, minimum 150 feet
Cones	\$2.00/cone	\$2.00/cone
Water Usage for Parks	\$75.00/day City \$94.00/day Non-City	\$75.00/day City \$94.00/day Non-City
Power Usage Fee	\$75.00/day City \$94.00/day Non-City	Usage Amount (\$75.00/day minimum) City Usage Amount (\$75.00/day minimum) Non-City
Commercial running/biking events	\$5.00/person	\$2.00/person
Environmental Impact Fee	\$1,000.00	
Overnight Parking/Tenting Fee		\$200.00/event

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Historic District Council

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment.

SYNOPSIS: In accordance with Ordinance 526, Section 2; when Historic District Council vacancies occur, successors shall be appointed by the City Commission.

At this time, the Historic District Council has one Alternate Member #2 vacancy. This is a three-year term, ending May, 2019.

Mr. Benjamin Morrison and Ms. Patricia Smith submitted Advisory Board/Committee Applications and résumés to the Historic District Council for consideration. The Historic District Council, at its January 18, 2018 meeting, reviewed Mr. Morrison's and Ms. Smith's applications and résumés and voted unanimously to forward them to the Honorable City Commission for consideration.

Land Development Code (LDC) Section 8.02.01(B)(3) states in relevant part: "Where possible, members shall include, to the extent such individuals are available in the community and willing to serve, one registered architect, and professionals from the disciplines of architecture, construction, design, history, architectural history, archaeology, or other historic-related fields such as urban planning, American studies, cultural geography or cultural anthropology. Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines such as law, real estate, land development, or construction shall make up the remainder of the HDC membership."

The applicants are City residents as required by City Charter, Section 69.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A.

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	02/08/2018
Nicole Bednar, Administrative Services Manager	02/08/2018
Dale Martin, City Manager	02/12/2018

Date: January 31, 2018

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

From: noreply@civicplus.com
Sent: Thursday, December 14, 2017 8:07 AM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Benjamin Morrison
------	-------------------

Home Mailing Street Address	2107 Whitfield Drive
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City	Fernandina Beach
------	------------------

Zip Code	32034
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Primary Phone	912-604-9870
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Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	benjamin@cotnerassociates.com
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Employer	Cotner Associates, Inc. Architects
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Position Title	Project Manager
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Business Address	9 South 3rd Street
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City	Fernandina Beach
------	------------------

Zip	32034
-----	-------

Select the board you are applying for:	Historic District Council
--	---------------------------

Historic District Council

Additional board that you
are applying for:

Why are you interested in
serving on this Board?
Please explain.

I am dedicated to protecting our city's historic fabric and
encouraging sensitive, responsible new development

Eligibility

Are you a resident of the
City?

Yes

Length of time:

4 Years

Do you hold a public
office?

No

Office name:

Field not completed.

Are you employed by the
City?

No

Position:

Field not completed.

Are you currently serving
on a Board?

No

Board Name:

Field not completed.

Potential Conflict of Interest:

Have you ever been
engaged in the
management/ownership
of any business enterprise
that has a financial
interest with the City of
Fernandina Beach?

No

If yes, please provide
details:

My firm does do quite a bit of work in the Historic District, and I
understand I would need to recuse myself from any cases
Cotner Associates, Inc. Architects is involved with.

Major Affiliations:

List community,
professional, or other
applicable policy-making
Boards on which you

Code Enforcement Appeals Board (2014 through 2016, Chair
2016), Planning Advisory Board (2017)

have served.
Note the length of service
and office held (if any):

Qualifications:

Please list any specific
qualifications, education
or experience that would
directly relate to the
Board for which you are
being recommended:

I have been working on the design of historic structures in
Fernandina for over 10+ years, and have received numerous
preservation awards from the City of Fernandina Beach, as
well as the Florida Trust for Historic Preservation

Organization or
Commissioner sponsoring
nomination (if
applicable):

Field not completed.

Educational Background:
(Check all that apply)

MS/A

Other:

Field not completed.

Major areas of study:

Architecture

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are

effective for two years from date of completion.

Do you understand the
duties and responsibilities
of the Board/Committee
that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 12/14/2017

Applicant's Signature Benjamin Morrison

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Tuesday, January 02, 2018 9:43 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Patricia Smith
Home Mailing Street Address	pattysmith19670@gmail.com
City	Fernandina Beach
Zip Code	32034-2062
Primary Phone	5168841967
Secondary Phone	5168841967

Please note that board materials are distributed electronically.

Email to receive board materials	pattysmith19670@gmail.com
Employer	Retired
Position Title	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>

Select the board you are applying for:

Historic District Council

Additional board that you are applying for:

Why are you interested in serving on this Board? Please explain.

I am very interested in preserving our beautiful historic district. I love being a part of this small town community. I embrace the possibility of making a positive impact on this lovely town.

Eligibility

Are you a resident of the City?

Yes

Length of time:

1.5 years

Do you hold a public office?

No

Office name:

Field not completed.

Are you employed by the City?

No

Position:

Field not completed.

Are you currently serving on a Board?

No

Board Name:

Field not completed.

Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?

No

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you

Directors Guild of America (Assoc. Director/ Stage Manager/ Production Assoc. East Coast Council) 6 years of service

have served.
Note the length of service
and office held (if any):

Qualifications:

Please list any specific
qualifications, education
or experience that would
directly relate to the
Board for which you are
being recommended:

My 37 year career as an Associate Director at CBS News in
NY trained me to think on my feet and work well with others. I
also served on the council for my Union (Directors Guild of
America) for 6 years and am at the end of my last term.

Organization or
Commissioner sponsoring
nomination (if
applicable):

Field not completed.

Educational Background:
(Check all that apply)

BS/A

Other:

I volunteered at the 2016 Rendezvous Film Festival a few days
after moving here. This year, my husband and I produced a
Community Concert at the Amelia Community Theater and
produced and directed a documentary about the vibrant music
scene on the island.

Business and Education

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all
times be open for a personal inspection by any person." Your application when filed
will become a public record and subject to the above statute. In addition, any
appointed member of a board of any political subdivision (except members of solely
advisory bodies) and all members of bodies exercising planning or zoning, are
required to file a financial disclosure form (Form1) within 30 days after appointment
and annually thereafter, for the duration of the appointment as required by Chapter
112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to
file a financial disclosure form - Form 1, as described above, and I am willing to
comply with this requirement.

I understand that any false, incomplete or misleading information given by me on
the application is sufficient cause for rejection of this application. I understand and
agree that any such false, incomplete or misleading information discovered on this
application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated
services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill
the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 1/2/2018

Applicant's Signature Patricia Smith

Email not displaying correctly? [View it in your browser.](#)

Kim Briley

From: Salvatore Cumella
Sent: Saturday, January 20, 2018 9:33 AM
To: Kim Briley
Cc: Sylvie McCann
Subject: HDC Vacancy

Hi Kim,
Just wanted to let you know that HDC voted to forward both candidates, Mr. Morrison and Mrs. Smith, to the Commission for consideration for the HDC vacant seat.
Thanks,
-Sal

Salvatore J. Cumella
Historic Preservation Planner
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
904.310.3148
SCumella@fbfl.org
www.fbfl.us/cdd

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

CDD: Working Together for a Safer Community
Tell us how we're doing: [CDD Customer Feedback](#)

[Like the City on Facebook!](#)

 Go Green: Please don't print this unless it's really necessary.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



HISTORIC DISTRICT COUNCIL

HISTORIC DISTRICT COUNCIL				
Meeting: Third Thursday of every month, 5:00 p.m., City Commission Chambers				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
05/16	William Tilson wtropic@ufl.edu	2328 Sadler Road, 8F	(352) 514-5722	3 yrs-09/2018
03/16	Robert Erickson rettaerickson@aol.com	30 South 3 rd Street	(479) 270-0315	3 yrs-09/2019
02/17	Michael Spino mikespino@bellsouth.net	301 South 6 th Street	583-3554	3 yrs-01/2020
10/13	*Michael R. Harrison mharrison@iee.org	820 Someruelos Street	491-1259	3 yrs 11/2018
05/16	Angela Jones Conway Angela.arnett510@gmail.com	510 Beech Street	(202) 422-2531	3 yrs-09/2018
04/17	Alternate #1 James Pozzetta jamespozzetta@comcast.net	103 South 18 th Street	206-3447	3 yrs- 05/2019
	Alternate #2 VACANT			3 yrs- 05/2019
*Chair **Vice Chair				
Staff Coordinator: Sal Cumella, Historic Preservation Planner				
FINANCIAL DISCLOSURE REQUIRED				

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Appointment
Board of Adjustment

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment

SYNOPSIS:

In accordance with Ordinance 540, Section 1(a); Board of Adjustment members shall be appointed by the City Commission. At this time, the Board of Adjustment has one Alternate Member #2 vacancy. This is a three-year term, ending February, 2019. Mr. Michel Brown submitted an Advisory Board/Committee Application and résumé to the Board of Adjustment for consideration. The Board of Adjustment, at their January 17, 2018 meeting, reviewed Mr. Brown's application and résumé and voted unanimously to forward them to the Honorable City Commission for consideration. The applicants is a City resident in accordance with City Charter, Section 69.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Michael Brown to a three-year term to the Board of Adjustment.

Caroline Best, City Clerk	02/12/2018
Nicole Bednar, Administrative Services Manager	02/12/2018
Dale Martin, City Manager	02/12/2018

Date: February 02, 2018

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

From: noreply@civicplus.com
Sent: Friday, November 10, 2017 12:14 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Michael Brown
Home Mailing Street Address	404 S 16th St
City	Fernandina Beach
Zip Code	32034
Primary Phone	904-206-1161
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	mikebrown32034@gmail.com
----------------------------------	--

Employer	BHHS Chaplin Williams Realty
Position Title	Sales Associate
Business Address	5472 1st Coast Hwy
City	Amelia Island
Zip	32034

Board of Adjustment

Select the board you are applying for:

Parks & Recreation Advisory Committee

Additional board that you
are applying for:

Why are you interested in
serving on this Board?
Please explain.

As a local realtor and citizen, I think it is important to uphold the standards of the LDC. It is equally important to hear appeals and determine what is best for the city.

Eligibility

Are you a resident of the
City?

Yes

Length of time:

April 2011 - present

Do you hold a public
office?

No

Office name:

Field not completed.

Are you employed by the
City?

No

Position:

Field not completed.

Are you currently serving
on a Board?

No

Board Name:

Field not completed.

Potential Conflict of Interest:

Have you ever been
engaged in the
management/ownership
of any business enterprise
that has a financial
interest with the City of
Fernandina Beach?

No

Field not completed.

If yes, please provide
details:

Major Affiliations:

None

List community,
professional, or other
applicable policy-making
Boards on which you

have served.
Note the length of service
and office held (if any):

Qualifications:

Please list any specific
qualifications, education
or experience that would
directly relate to the
Board for which you are
being recommended:

Bachelors Degree in Organizational Management. Employed
by BHHS Chaplin Williams who leads the market in volume of
real estate sales.

Organization or
Commissioner sponsoring
nomination (if
applicable):

Dee Chaplin Owner of BHHS Chaplin Williams

Educational Background:
(Check all that apply)

High School, BS/A

Field not completed.

Other:

Business

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are

effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 11/10/2017

Applicant's Signature Michael Brown

Email not displaying correctly? [View it in your browser.](#)

Kim Briley

From: Jacob Platt
Sent: Thursday, February 01, 2018 10:20 AM
To: Kim Briley
Cc: Sylvie McCann
Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Sorry Kim!

The Board met Mr. Michael Brown and discussed his application at the January 17th meeting. They did not make a formal recommendation, but asked that it be forwarded to the City Commission for their consideration.

Thank you,

Jacob M. Platt
Planner II
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Office: 904.310.3140
Fax: 904.310.3460
jplatt@fbfl.org
www.fbfl.us/cdd

CDD: Working Together for a Safer Community

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your email addresses released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



From: Kim Briley
Sent: Thursday, February 01, 2018 9:48 AM
To: Jacob Platt
Subject: RE: Online Form Submittal: Advisory Board/Committee Application

Hey Jake,

I have searched my emails and have nothing from you or Sylvie indicating the Board's action on the vacancy and exactly who/what applicants they reviewed. Can you help please ☺

Kim Elliott-Briley, MMC
Deputy City Clerk
City of Fernandina Beach
204 Ash Street

BOARD OF ADJUSTMENT

Meeting: Third Wednesday of every month, 5:30 p.m., City Commission Chambers				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
02/13	**Marcy Mock marcy@marcymock.com	2008 Highland Drive	753-6500 (W)	3 yrs-11/2018
09/06	Charles Burns obaku@comcast.net	2100 S. Fletcher Avenue	415-3055	3 yrs-09/2018
10/10	Lynn Williams Lynwil3@gmail.com	1899 S. Fletcher Avenue	491-0059 (H)	3 yrs-06/2018
05/15	*Matt Miller islandplumber@hotmail.com	416 Fir Street	(912) 270-5826	3 yrs-09/2018
02/13	*Tisha Dadd tishadadd@live.com	1328 N. Fletcher Avenue	(904) 222-8988 (W)	3 yrs-05/2019
02/16	Alternate #1 Barry Hertslet Barry.hertslet@gmail.com	2705 Robert Oliver Avenue	904) 491-0720	3 yrs- 05/2018
	Alternate # 2 VACANT			3 yrs- 02/2019
*Chair **Vice Chair				
Staff Coordinator: Jacob Platt, City Planner FINANCIAL DISCLOSURE REQUIRED				

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Appointment
Parks and Recreation Advisory Committee

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve reappointments.

SYNOPSIS:

In accordance with City of Fernandina Beach Charter Section 69, the City Commission may at any time, appoint a fact-finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission. Members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the City Commission.

Parks and Recreation Advisory Committee Board Members Ms. Trudie Richards, Mr. Eric Bartelt, and Ms. Joy Behan have submitted requests for reappointment for consideration of the Honorable City Commission. Board Member Richards has submitted a request for reappointment to serve an additional one-year term ending February 2019, Board Member Bartelt has submitted a request for reappointment to serve an additional two-year term ending February, 2020 and Board Member Behan submitted a request for reappointment to serve for an additional one-year term ending December 2018.

The applicants reside within the jurisdictional boundaries of the City of Fernandina Beach.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Ms. Trudie Richards to a one-year term ending February 2019; Mr. Eric Bartelt to a two-year term ending February 2020; and Ms. Joy Behan to a one-year term ending December 2018.

Caroline Best, City Clerk	02/07/2018
Nicole Bednar, Administrative Services Manager	02/09/2018
Dale Martin, City Manager	02/12/2018

Date: February 02, 2018

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: Nan Voit
Sent: Tuesday, January 30, 2018 2:43 PM
To: Kim Briley
Subject: FW: Committee

Here is one.

Nan S. Voit, CPRP
Director of Parks and Recreation
City of Fernandina Beach
(904) 310-3350
"IT STARTS IN PARKS"

Disclaimer: According to Florida law, e-mail correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Eric Bartelt [<mailto:ericbartelt@gmail.com>]
Sent: Tuesday, January 30, 2018 2:43 PM
To: Nan Voit
Subject: Re: Committee

Nan -

Thanks for the heads up. Yes, I would like to remain on the Parks and Rec. Advisory Committee for another term.

Eric

On Tue, Jan 30, 2018 at 1:15 PM, Nan Voit <nvoit@fbfl.org> wrote:

Good afternoon, Eric. Your term on the Parks and Recreation Advisory Committee expires February 2018. Please confirm that you wish to be reappointed for another term. Thanks,

Nan S. Voit, CPRP

Director of Parks and Recreation

City of Fernandina Beach

(904) 310-3350

"IT STARTS IN PARKS"

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Kim Briley

From: Nan Voit
Sent: Tuesday, January 30, 2018 4:35 PM
To: Kim Briley
Subject: FW: Committee

One more.

Nan S. Voit, CPRP

Director of Parks and Recreation
City of Fernandina Beach
(904) 310-3350
"IT STARTS IN PARKS"

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From: Joy Behan [<mailto:joybehan@gmail.com>]
Sent: Tuesday, January 30, 2018 3:50 PM
To: Nan Voit
Subject: Re: Committee

Hi Nan,

Yes! I would like to be appointed for another term.

Thank you!

Joy

On Tue, Jan 30, 2018 at 1:13 PM Nan Voit <nvoit@fbfl.org> wrote:

Good afternoon, Joy. Your term on the Parks and Recreation Advisory Committee expired in December 2017. Please confirm that you wish to be reappointed for another term. Thanks,

Nan S. Voit, CPRP

Director of Parks and Recreation
City of Fernandina Beach
(904) 310-3350
"IT STARTS IN PARKS"

Kim Briley

From: Nan Voit
Sent: Tuesday, January 30, 2018 4:25 PM
To: Trudie Richards
Cc: Kim Briley
Subject: RE: Committee

That would be great!!!

Nan S. Voit, CPRP
Director of Parks and Recreation
City of Fernandina Beach
(904) 310-3350
"IT STARTS IN PARKS"

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From: Trudie Richards [<mailto:trudie@sweeley.com>]
Sent: Tuesday, January 30, 2018 4:24 PM
To: Nan Voit
Subject: Re: Committee

Hi Nan. If you'd like me to stay for another year, I'd be pleased.

Trudie

On Jan 30, 2018, at 1:15 PM, Nan Voit <nvoit@fbfl.org> wrote:

Good afternoon, Trudie. Your term on the Parks and Recreation Advisory Committee expires February 2018. Please confirm that you wish to be reappointed for another term. Thanks,

Nan S. Voit, CPRP
Director of Parks and Recreation
City of Fernandina Beach
(904) 310-3350
"IT STARTS IN PARKS"

Disclaimer: According to Florida law, e-mail correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

AD HOC COMMITTEES

PARKS AND RECREATION ADVISORY COMMITTEE

PARKS AND RECREATION ADVISORY COMMITTEE				
Meeting: Second Wednesday of every month, 4:00 pm, Peck Reception Room.				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
	VACANT			2 yrs- 01/2018
09/06	John M. Cotner john@cotnerassociates.com	9 S. Third Street (B) 1627 Atlantic Ave (H)	277-4593	3 yrs- 01/2018
12/14	Paul Martinez paul@boteboard.com	2505 Via Del Rey Road	(323) 610-1080	2 yrs-12/2018
12/15	Joy Behan JoyBehan@gmail.com	1548 Persimmon Circle South	(386) 334-3359	1 yr- 12/2017
	VACANT			1 yr- 09/2017
02/13	Eric Bartelt ericbartelt@gmail.com	3820 S. Fletcher Avenue	261-7808	3 yrs- 02/2018
02/15	Trudie Richards trudie@sweeley.com	409 Georgia Avenue	432-7789	1 yr- 02/2018
*Chair **Vice Chair				
Staff Coordinator: Nan Voit, Parks & Recreation Director City Commission Liaison: Commissioner Chapman NO FINANCIAL DISCLOSURE REQUIRED				

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Discussion
Utility Waivers for Sports Leagues

ITEM TYPE: Discussion

REQUESTED ACTION: Discussion

SYNOPSIS: The City Facilities Use Agreements for Sport Leagues between the City and several youth sports associations for use of City fields states, "USER shall pay CITY, as FACILITY usage fees for the duration of this Agreement, amounts equal to fifty percent of CITY's utilities costs for the FACILITY during USER's priority use period." At the January 10, 2018, Parks and Recreation Advisory Committee meeting, Vice Mayor Kreger explained his intent to propose to the City Commission the removal of the utilities' fees charged to Fernandina Beach Babe Ruth League, Elm Street Little League, Amelia Island Youth Soccer Club, and Fernandina Beach Pop Warner Association. Vice Mayor Kreger's condition for this proposal is that the youth sports associations reduce their participant fees, resulting in more affordable opportunities for the community's youth to participate in organized sports. The Committee voted unanimously for the elimination of the utilities' fees, and the Parks & Recreation Department is in favor of this proposal.

A defined participant fee reduction percentage was not discussed by Vice Mayor Kreger; a concern is that unless a percentage is established then the youth sports associations will interpret the reduction how they see fit for their particular associations. Consequently, this could result in participant fee reductions that are not significant.

FISCAL IMPACT: If the utility waiver is approved, City revenue will be reduced by approximately \$7,750. Additionally, due to bond and other requirements, the City will likely have to assume the full cost of the utilities for these programs.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nan Voit, Parks & Recreation Director 02/12/2018

Dale Martin, City Manager 02/12/2018

Date: February 12, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Railroad Meeting

ITEM TYPE: Discussion

REQUESTED ACTION: Discussion

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Ross.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 02/13/2018

Date: February 13, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:
