



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
NOVEMBER 21, 2017
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 James Tippins, Baptist Medical Center Nassau Senior Chaplain.

4. PROCLAMATIONS / PRESENTATIONS

4.1 **PROCLAMATION - MS. COLEEN BAKER** - *Recognizes Airport Advisory Commission Member Ms. Coleen Baker for her commendable service to the City of Fernandina Beach. Ms. Baker will be in attendance to accept the Proclamation. This item is placed on the agenda at the request of Vice Mayor Kreger.*

4.2 **PROCLAMATION - THE JOURNEY CHURCH** - *Recognizes The Journey Church for their commendable and outstanding community service before, during, and after Hurricane Irma. Members of The Journey Church will be in attendance to accept the Proclamation. This item is placed on the agenda at the request of Commissioner Miller.*

4.3 **PROCLAMATION - OPIOID CRISIS** - *Acknowledges the damage caused by the opioid crisis and in support of efforts by emergency services and nonprofit organizations to treat the disease. Representatives of Nassau Alcohol Crime Drug Abatement Coalition (NACDAC) will be in attendance to accept the Proclamation.*

4.4 **PRESENTATION - UNITED STATES ARMY CORPS OF ENGINEERS (USACOE) / OLSEN ASSOCIATES, INC.** - *Mr. Beau Corbett of USACOE and Mr. Erik Olsen of Olsen Associates, Inc. will provide a brief presentation/overview of the beach renourishment project.*

4.5 **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).*

4.6 **PRESENTATION - FLORIDA DEPARTMENT OF HEALTH (FDOH): NASSAU COUNTY** - *Chief Ty Silcox & representatives of the Fernandina Beach Fire Department (FBFD) will present a check to the Florida Department of Health: Nassau County, to assist local women with breast cancer screenings and/or treatment. FDOH: Nassau Department Director Dr. Eugenia Ngo-Seidel and Ms. Stefanie Thomas, Administrative Services Director, will be present to accept the check on behalf of FDOH: Nassau.*

4.7 **BUDGET SUMMARY** - City Manager Dale L. Martin will answer any questions regarding the budget summary for October 2017.

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

6. **CONSENT AGENDA**

6.1 **VOLUNTARY ANNEXATION AGREEMENT - 770 WREN DRIVE - RESOLUTION 2017-185** APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.30 ACRES OF LAND LOCATED AT 770 WREN DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water services to the property located at 770 Wren Drive. Also approves the Voluntary Annexation Petition.*

7. **RESOLUTIONS**

7.1 **PROPOSAL APPROVAL - INSITUFORM TECHNOLOGIES, LLC - RESOLUTION 2017-186** APPROVING A PROPOSAL FROM INSITUFORM TECHNOLOGIES, LLC IN AN AMOUNT NOT TO EXCEED \$150,000 FOR THE REHABILITATION OF SEWER LINES BY WAY OF A "PIGGYBACK AGREEMENT" TO THE CONTRACT WITH THE CITY OF DAYTONA BEACH, FL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal from Insituform Technologies, LLC to perform sanitary sewer line rehab services in an amount not to exceed \$150,000 as a piggyback agreement with the City of Daytona Beach.*

7.2 **AWARD OF BID #17-21 - EZ-GO DIVISION OF TEXTRON / INTERFUND LOAN APPROVAL - GOLF COURSE - RESOLUTION 2017-187** AWARDED BID #17-21 TO EZ-GO DIVISION OF TEXTRON FOR THE PURCHASE AND TRADE OF GOLF CARTS; APPROVING AN INTERFUND LOAN TO THE GOLF COURSE IN THE AMOUNT OF \$200,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards ITB #17-21 to EZ-Go Division of Textron in the total amount of \$337,786.80 with a trade-in allowance of \$141,600.00 and approves an interfund loan in the amount of \$200,000.*

7.3 **LEASE AGREEMENT - HBF FERNANDINA, LLC - RESOLUTION 2017-188** APPROVING THE LEASE AGREEMENT BETWEEN HBF FERNANDINA, LLC AND THE CITY OF FERNANDINA BEACH FOR A NON-AERONAUTICAL GROUND LEASE AT THE AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a lease agreement with HBF Fernandina, LLC for non-aeronautical use at the Airport.*

7.4 **INTERLOCAL AGREEMENT - NASSAU COUNTY PROPERTY APPRAISER & NASSAU COUNTY TAX COLLECTOR - RESOLUTION 2017-189** APPROVING AN INTERLOCAL AGREEMENT WITH THE NASSAU COUNTY PROPERTY APPRAISER AND NASSAU COUNTY TAX COLLECTOR FOR AN AUDIT OF HOMESTEAD EXEMPTIONS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Interlocal Agreement with the Nassau County Property Appraiser and Nassau County Tax Collector for an audit of homestead exemptions.*

- 7.5 **LEASE ASSIGNMENT - PUTT PUTT AMELIA, LLC - RESOLUTION 2017-190** APPROVING THE ASSIGNMENT OF THE LEASE AGREEMENT FOR THE MAIN BEACH PUTT PUTT GOLF COURSE FROM PUTT-PUTT FLORIDA L.L.C. TO PUTT PUTT AMELIA, LLC AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Assignment of Lease for the Main Beach Putt Putt Golf Course from Putt -Putt Florida L.L.C. to Putt Putt Amelia, LLC, for the business of putt-putt golf-related activities.*
- 7.6 **TEMPORARY USE AGREEMENT - BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA - RESOLUTION 2017-191** APPROVING A TEMPORARY USE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; AUTHORIZING EXECUTION; PROVIDING FOR RECORDING IN THE PUBLIC RECORDS OF NASSAU COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Temporary Use Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for submerged lands at the Marina.*
- 7.7 **DEED OF DEDICATION - RAYONIER PERFORMANCE FIBERS, LLC - RESOLUTION 2017-164** ACCEPTING A DEED OF DEDICATION FOR LAND THAT WILL BE USED AS RIGHT-OF-WAY FOR CONSTRUCTION OF A RAIL SPUR AND TRANSFER SWITCHES TO SERVE THE LIGNOTECH FLORIDA, LLC MANUFACTURING PLANT FOR WHICH THE FLORIDA DEPARTMENT OF TRANSPORTATION APPROVED AN ECONOMIC DEVELOPMENT TRANSPORTATION FUND GRANT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the Deed of Dedication from Rayonier Performance Fibers, LLC as part of accepting the Florida Department of Transportation Economic Development Fund Grant for construction of a rail spur.*
- 7.8 **LICENSE AND MAINTENANCE AGREEMENT - RAYONIER PERFORMANCE FIBERS, LLC AND LIGNOTECH FLORIDA, LLC - RESOLUTION 2017-165** APPROVING A LICENSE AND MAINTENANCE AGREEMENT WITH RAYONIER PERFORMANCE FIBERS, LLC AND LIGNOTECH FLORIDA, LLC TO MAINTAIN AND ASSUME ALL COSTS AND LIABILITY FOR LAND THAT WILL CONTAIN A RAIL SPUR AND TRANSFER SWITCHES SERVING LIGNOTECH FLORIDA, LLC'S MANUFACTURING PLANT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the License and Maintenance Agreement between the City of Fernandina Beach, Rayonier Performance Fibers, LLC, and LignoTech Florida, LLC.*
- 7.9 **DISBURSEMENT AGREEMENT - RAYONIER PERFORMANCE FIBERS, LLC AND LIGNOTECH FLORIDA LLC - RESOLUTION 2017-166** APPROVING A DISBURSEMENT AGREEMENT WITH RAYONIER PERFORMANCE FIBERS, LLC AND LIGNOTECH FLORIDA LLC FOR DISBURSEMENT OF FDOT ECONOMIC DEVELOPMENT TRANSPORTATION GRANT FUNDS FOR CONSTRUCTION OF A RAIL SPUR AND TRANSFER SWITCHES TO SERVE THE LIGNOTECH MANUFACTURING PLANT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Disbursement Agreement with Rayonier Performance Fibers, LLC, and LignoTech Florida, LLC.*

- 7.10 **BUDGET AMENDMENTS - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT / CAPITAL IMPROVEMENT PLAN AMENDMENT - RESOLUTION 2017-192** APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 AND FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR THE RAIL SPUR INFRASTRUCTURE ADDITION AND RELATED FDOT FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the following budget transfers: increasing the Capital Improvement FDOT Grant account by \$841,667; increasing the Capital Contribution account by \$2,229,333; and increasing the Capital Improvement Infrastructure account by \$3,138,000.*

8. ORDINANCE - SECOND READING

- 8.1 **LAND DEVELOPMENT CODE (LDC) AMENDMENT - VARIANCES - ORDINANCE 2017-24** AMENDING THE LAND DEVELOPMENT CODE (LDC) SECTION 10.02.01 (B) AND (C)(8) LIMITATIONS ON THE GRANTING OF A VARIANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code specific to variances; **FAILED AT FIRST READING ON NOVEMBER 8, 2017, APPEARING ON AGENDA DUE TO PUBLICATION IN NEWSPAPER, NO ACTION TO BE TAKEN***

9. BOARD APPOINTMENTS

- 9.1 **BOARD OF TRUSTEES OF THE GENERAL EMPLOYEES PENSION PLAN - one appointment.**
- 9.2 **CODE ENFORCEMENT AND APPEALS BOARD - three appointments.**
- 9.3 **GOLF COURSE ADVISORY BOARD - one appointment.**

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. 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
Ms. Coleen Baker

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation recognizing Airport Advisory Committee Member Ms. Coleen Baker for her commendable service to the City of Fernandina Beach. Ms. Baker will be in attendance to accept the Proclamation. This item is placed on the agenda at the request of Vice Mayor Kreger.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 11/01/2017

Dale Martin, City Manager 11/08/2017

Date: October 03, 2017

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, it is with great honor that the City of Fernandina Beach recognizes Ms. Coleen Baker for her commendable civic service to the City of Fernandina Beach; and

WHEREAS, Ms. Coleen Baker has been an esteemed and highly regarded member of the City's Airport Advisory Commission since June 2011, where she served as an Ex-Officio Member. Ms. Baker was steadfastly relied upon to provide knowledgeable, educated, honest and direct communication and recommendations to the City of Fernandina Beach City Commissioners and other airport constituents and professionals. Ms. Baker's professional and specialized contributions to the Airport Advisory Commission helped shape the exciting future of the City of Fernandina Beach Municipal Airport.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fernandina Beach, Florida, that genuine and sincere gratitude is hereby expressed to Ms. Coleen Baker for more than six years of tireless civic service. Ms. Baker's commitment to the citizens of the City of Fernandina Beach was clearly demonstrated through her leadership, hard work, and advocacy of aeronautical planning programs and activities which have dramatically enhanced aviation opportunities for residents of the City of Fernandina Beach.

BE IT FURTHER RESOLVED that a copy of this Proclamation is presented as a permanent matter of record in the proceedings of the City Commission as a testimonial of our sincerest thanks to:

MS. COLEEN BAKER

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
The Journey Church

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation recognizing The Journey Church for their commendable and outstanding community service before, during, and after Hurricane Irma. Members of The Journey Church will be in attendance to accept the Proclamation. This item is placed on the agenda at the request of Commissioner Miller.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 11/01/2017

Dale Martin, City Manager 11/08/2017

Date: September 25, 2017

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, after a long night of strong tropical storm force winds and driving rain, Hurricane Irma left a destructive path throughout the City of Fernandina Beach and Nassau County. More than 15,000 residents were without power. Rising flood waters forced hundreds of residents to flee their homes and over thirty roads were impassable due to downed trees and historic flooding. Initial estimates of damage to Fernandina Beach and Nassau County residential, business and public structures exceeded \$9 million; and

WHEREAS, the area's post-Hurricane Irma needs were immense. But so too was the hearts of those at The Journey Church to help during this difficult time; and

WHEREAS, before and during Hurricane Irma, The Journey Church opened its doors to support displaced evacuees (including pets), Nassau County Emergency Management, the American Red Cross, individuals with special needs, and first responders, who were unable to return home or who didn't have power and needed a dry, safe place to temporarily call home; and

WHEREAS, after Hurricane Irma, committed and steadfast members of The Journey Church mobilized to assist City and County residents with meal support, child care, home repair projects and clean up tasks ranging from debris removal, placing tarps over damaged roofs, drywall, carpet, flooring, and furniture removal, as well as other household items destroyed by flood waters; and

WHEREAS, all told, 326 dedicated and selfless Journey Church members volunteered over 1,836 man hours, completed thirty-one work projects, and helped 1,033 area families in need of disaster relief.

NOW, THEREFORE, I, Robin C. Lentz, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, along with my fellow City Commissioners, do hereby offer our sincerest appreciation and heartfelt gratitude to:

THE JOURNEY CHURCH

for their commendable community service before, during, and after Hurricane Irma.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Opioid Crisis

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation acknowledging the damage caused by the opioid crisis and in support of efforts by emergency services and nonprofit organizations to treat the disease. Representatives of Nassau Alcohol Crime Drug Abatement Coalition (NACDAC) will be in attendance to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Tammi E. Bach, City Attorney 11/08/2017

Dale Martin, City Manager 11/14/2017

Date: August 16, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION:

Proclamation

WHEREAS, over 64,000 Americans died last year of drug overdoses, and the majority of those were opioid-related; and

WHEREAS, the opioid crisis has reached epidemic proportions and has devastated countless families and communities, with more people dying from drug overdoses than motor vehicle accidents and gun homicides combined in the United States; and

WHEREAS, this epidemic is far-reaching and extends into all areas of the country, affecting people of all ages and all walks of life, and many people struggle with addiction to opioids and the harmful stigmas attached to drug addiction; and

WHEREAS, the City of Fernandina Beach is not immune from the crisis, with a 60% increase in Fentanyl deaths in Nassau County since 2012 and forty-six overdoses in the Baptist Nassau Emergency Room alone in the past year; and

WHEREAS, the President has recently acknowledged the severity of the situation and declared a national public health emergency in the United States.

NOW, THEREFORE, I, Robin C. Lentz, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, do hereby acknowledge the damage the opioid crisis has done and will continue to do in our community, state and nation, and resolve that the City Commission will support the concerted efforts of emergency services personnel, medical practitioners, and organizations like NACDAC to treat the causes and this terrible epidemic.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner-Mayor

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
United States Army Corps of Engineers / Olsen Associates, Inc.

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Mr. Beau Corbett of USACOE and Mr. Erik Olsen of Olsen Associates, Inc. will provide a brief presentation/overview of the beach renourishment project.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 11/08/2017

Date: September 29, 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 02/22/2017

Date: February 13, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Presentation
Florida Department of Health: Nassau County

ITEM TYPE: Presentation

REQUESTED ACTION: Presentation

SYNOPSIS:

Throughout the month of October, the Fernandina Beach Fire Department staff wore Breast Cancer Awareness t-shirts as part of their uniforms, in honor of the estimated 252,710 women diagnosed with breast cancer this year (per the American Cancer Society).

These shirts were replicated and purchased by City employees, other local emergency service employees, nurses, teachers, and other members of the community. An event, "Park for Pink," was also held on October 21, 2017, raising additional funds. Florida Department of Health: Nassau, Dr. Charmaine Sesay, and Baptist Medical Center: Nassau provided women's health resources at the event. Also, the St. John's County Chapter of Pink Heals brought "Ashley," the pink engine and local businesses made donations through food services and bounce houses for families attending with children.

The profits generated from this fundraiser will be used to establish a fund at the Florida Department of Health (FDOH): Nassau County to help local women who do not meet eligibility criteria for the state Breast & Cervical Health program. These women may be under the qualifying age of fifty years, just over the financial threshold, or be recommended for time-sensitive screenings without the ability to pay out-of-pocket.

Donations totaling \$4,000 were raised as a result of the event and t-shirt sales.

FDOH: Nassau Department Director Dr. Eugenia Ngo-Seidel and Ms. Stefanie Thomas, Administrative Services Director, will be present to accept the check on behalf of FDOH: Nassau.

FISCAL IMPACT: After recovery of administrative costs, the Fernandina Beach Fire Department raised \$4,000 to be donated to the Florida Department of Health: Nassau.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Ty Silcox, Fire Chief 11/03/2017

Dale Martin, City Manager 11/08/2017

Date: November 03, 2017

Submitted By: Kaleigh Simmons, Administrative Coordinator

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: City Manager Dale L. Martin will answer any questions regarding the budget summary for October 2017.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 11/15/2017

Dale Martin, City Manager 11/15/2017

Date: October 30, 2017

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION:

Monthly Budget Report

October 2017

Overall: This is the first report for fiscal year 2017/2018. October expenses are usually light – we do not accrue expenses during the year, Sanitation Services being the primary exception. Electric Franchise Fee revenue and various grant revenues have been accrued for the month of October. We will prepare budget amendments through the year to ensure budgeted amounts are not exceeded on a line by line basis. This is a different reporting format. It includes Encumbrance information. 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 Matthew: To date, one FEMA payment has been received for Hurricane Matthew – for our 0-30 days Debris Removal.

Hurricane Irma: We are currently accounting for Hurricane Irma related costs in the respective Funds/Departments. In the coming months, this report will contain updates on expenditures.

General Fund: (001)

Total General Fund Revenues are at only 5.5% of the annual budget due to the timing of property tax receipts. \$140,000 has been accrued for October Franchise Fees. Significant Building/Permitting revenue was recorded in the month. Specific lines we are tracking are detailed below.

	17/18 Budget	Oct 17 YTD \$	Oct 17 YTD %	Oct 16 YTD \$	Oct16 YTD %	
Local Option Gas Tax	243,101	23,299	9.6%	23,301	10.0%	
Small County Surtax (one cent sales tax)	1,770,051	111,148	6.3%	107,996	6.8%	
Half Cent Sales Tax	854,775	64,968	7.6%	61,842	7.8%	
Franchise Fees	1,400,000	140,000	10.0%	152,400	10.5%	
Total FY 17/18 Bud	4,267,927					
Total FY 16/17 Actual	4,026,580					
Total FY 16/17 Bud	4,073,372					

Several departmental budgets are over the 8.3% mark. Many are over due to encumbrances. The Commission expenses in October include two monthly payments for the lobbyist and the annual payment to the Nassau County Economic Development Board. The Finance department is over due to the annual payment for Tyler/Munis and Kronos annual maintenance agreement payments. Human Resources is over due to the Kronos maintenance agreements as well. The Non-Departmental October expenses include two monthly payments for Animal Rescue services. Expenses exceed revenue for the month by \$386,758.

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 a new 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 for the month due to annual memberships and transfers from the General Fund. Memberships were \$11,213 lower this October compared to October 2016. October margins on both Pro Shop Sales and F&B Sales exceeded the budgeted ratios.

Airport: (420)

Expenditures exceeded Revenue for the month.

Sanitation: (440)

Revenue exceeded Expenditures for the month.

Wastewater: (450)

Revenues exceeded Expenditures for the month. Revenues from Sewer Fees were \$33,086, or 7.3% higher than last October.

Water: (460)

Revenues exceeded Expenditures for the month. Revenues from Water Fees were \$21,061, or 6.3% higher than last October.

Stormwater: (470)

Revenues exceeded Expenditures for the month. The rate increase went into effect in October and fees were triple, a \$46,491 increase over October 2016.

Marina: (480)

Limited Marina operations continue into the beginning of the new fiscal year. Revenues exceeded Expenses for the month due to transfers from the General Fund.

Fleet: (510)

Revenue exceeded Expenses in October. 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

11/14/2017

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,360	Active Customers			\$ 980,500.00
249		30	19,085.78	
36		60	1,289.37	
3		90	126.49 *	
-		120	- *	
-		150	- *	
249		Total	\$ 20,501.64	* Payment plan in place

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

106	Closed accts.	45 accts. w/delinquent balances	\$ 7,224.88
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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	540.98	4,173.20		20.16%
2016 (thru Dec)	161	27,511.96	1,329.53	3,954.09		19.20%
2017 (thru June)	76	11,551.44	93.11	375.41		
		\$ 62,451.92	\$ 1,963.62	\$ 8,502.70	\$ 10,466.32	16.76%
Recovered to date		\$ (10,466.32)				
Balance currently at CCI		\$ 51,985.60				

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
87	ALL Customers			\$42,512.60
5		30	6,756.97	
2		60	1,466.36	
1		90	1,343.17	
0		120	-	
0		150+	-	
5		Sub Total	\$ 9,566.50	

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
46	ALL Customers			\$19,062
7		30	2,295.44	
4		60	610.29	
0		90	-	
0		120	-	
0		150+	-	
			2,905.73	
Benny Hendrix	992.80	Making Payments		30+60
Carol Beth Williams	500.67	Called making payment		30+60
William Supplee	297.63	Called making payment		30+60
Brandon Hooper	461.74	Called making payment		30+60
David Johnson	200.56	Called making payment		30
Atlantic Seafood	47.87	Called making payment		30
William Supplee	404.46	Called making payment		30
Total	2,905.73			

Peck Center & Other City Leases

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
9	ALL Customers			12,521.54
3		30	11,902.51	
0		60	-	
0		90	-	
0		120+	-	
3		Sub Total	\$ 11,902.51	

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	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	0.00	0.00	0.00	-12,045,190.00	.0%
001 31240		LOCAL OPTION GAS TAX					
	-243,101.00	-243,101.00	-23,299.00	-23,299.00	0.00	-219,802.00	9.6%
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	-111,147.58	-111,147.58	0.00	-1,658,903.42	6.3%
001 31610		LOCAL BUSINESS TAX					
	-160,000.00	-160,000.00	-57,658.91	-57,658.91	0.00	-102,341.09	36.0%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-2,500.00	-2,500.00	-823.52	-823.52	0.00	-1,676.48	32.9%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	0.00	0.00	-10.50	-10.50	0.00	10.50	100.0%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-500.00	-500.00	-630.00	-630.00	0.00	130.00	126.0%
001 32200		BUILDING PERMITS					
	-600,000.00	-600,000.00	-236,811.10	-236,811.10	0.00	-363,188.90	39.5%
001 32201		BUILDING PERMIT-ADDRESS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 32202		BLDING PERMIT-CONSTRUCTION PL					
	-300,000.00	-300,000.00	-115,862.50	-115,862.50	0.00	-184,137.50	38.6%
001 32203		BUILDING PERMIT-DEMOLITION					
	-6,500.00	-6,500.00	-619.00	-619.00	0.00	-5,881.00	9.5%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	-6,000.00	-315.00	-315.00	0.00	-5,685.00	5.3%
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	-11,069.00	-11,069.00	0.00	6,569.00	246.0%
001 32207		BLDING PERMIT-REINSPECTION FEE					
	-4,000.00	-4,000.00	-525.00	-525.00	0.00	-3,475.00	13.1%
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	-747.50	-747.50	0.00	-14,252.50	5.0%

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001 32211		BUILDING PERMIT-FENCING					
	-5,000.00	-5,000.00	-150.00	-150.00	0.00	-4,850.00	3.0%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-16,000.00	-16,000.00	-804.00	-804.00	0.00	-15,196.00	5.0%
001 32219		TREE TRUST FUND RESERVE					
	-15,000.00	-15,000.00	-747.50	-747.50	0.00	-14,252.50	5.0%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,400,000.00	-1,400,000.00	-140,000.00	-140,000.00	0.00	-1,260,000.00	10.0%
001 32340		FRANCHISE FEES GAS					
	-16,000.00	-16,000.00	0.00	0.00	0.00	-16,000.00	.0%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-3,500.00	-3,500.00	-1,434.19	-1,434.19	0.00	-2,065.81	41.0%
001 32901		ZONING PLAN REVIEW					
	-18,000.00	-18,000.00	-1,690.00	-1,690.00	0.00	-16,310.00	9.4%
001 32903		SIGN PERMITS					
	-4,500.00	-4,500.00	-352.00	-352.00	0.00	-4,148.00	7.8%
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	-5,270.00	-5,270.00	0.00	-49,730.00	9.6%
001 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-7,500.00	-7,500.00	-450.00	-450.00	0.00	-7,050.00	6.0%
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	-1,840.00	-1,840.00	0.00	-12,160.00	13.1%
001 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	-6,000.00	-450.00	-450.00	0.00	-5,550.00	7.5%
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	-15,535.00	-15,535.00	0.00	-49,465.00	23.9%
001 32912		PLUMBING PERMITS					
	-34,000.00	-34,000.00	-3,000.00	-3,000.00	0.00	-31,000.00	8.8%
001 32913		PLUMBING-FIXTURE FEES					
	-20,000.00	-20,000.00	-2,259.00	-2,259.00	0.00	-17,741.00	11.3%
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	-300.00	-300.00	0.00	-2,400.00	11.1%
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	0.00	0.00	0.00	-13,000.00	.0%

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001 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	-2,000.00	-2,448.83	-2,448.83	0.00	448.83	122.4%
001 32980		OTHER MISC PERMITS					
	-1,000.00	-1,000.00	-95.00	-95.00	0.00	-905.00	9.5%
001 32981		SPECIAL EVENT PERMITS					
	-2,500.00	-2,500.00	-255.00	-255.00	0.00	-2,245.00	10.2%
001 32982		SPECIAL BANNER PERMITS					
	-1,000.00	-1,000.00	-215.00	-215.00	0.00	-785.00	21.5%
001 32992		FIRE MARSHALL'S FEES					
	-24,000.00	-24,000.00	-88,681.90	-88,681.90	0.00	64,681.90	369.5%
001 32995		ADDRESS ASSIGNMENT					
	-1,000.00	-1,000.00	-90.00	-90.00	0.00	-910.00	9.0%
001 33120		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
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	-64,967.73	-64,967.73	0.00	-789,807.27	7.6%
001 33400		STATE GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 33420		FEMA STATE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 33512		STATE REVENUE SHARING PROCEED					
	-228,016.00	-228,016.00	-17,797.06	-17,797.06	0.00	-210,218.94	7.8%
001 33514		MOBILE HOME TAX					
	-600.00	-600.00	0.00	0.00	0.00	-600.00	.0%
001 33515		ALCOHOLIC BEV LICENSE					
	-22,000.00	-22,000.00	0.00	0.00	0.00	-22,000.00	.0%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,500.00	-10,500.00	0.00	0.00	0.00	-10,500.00	.0%
001 33720		SCHOOL RESOURCE OFFICER					
	-127,850.00	-127,850.00	0.00	0.00	0.00	-127,850.00	.0%
001 33721		DEA REIMBURSEMENT					
	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-118,650.00	-118,650.00	0.00	0.00	0.00	-118,650.00	.0%
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	-41,327.64	-41,327.64	0.00	-382,443.36	9.8%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-12,000.00	-12,000.00	0.00	0.00	0.00	-12,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34745		GREENWAY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 34746		GREENWAY TAXABLE					
	0.00	0.00	-25.00	-25.00	0.00	25.00	100.0%
001 34799		P & R COMBO MEMBERSHIPS					
	0.00	0.00	-418.69	-418.69	0.00	418.69	100.0%
001 35100		COURT CASES GENERAL FUND					
	-8,000.00	-8,000.00	0.00	0.00	0.00	-8,000.00	.0%
001 35105		CODE ENFORCEMENT-FAULTY EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 35115		PARKING TICKETS					
	-8,500.00	-8,500.00	-1,155.00	-1,155.00	0.00	-7,345.00	13.6%
001 35120		POLICE EDUCATION					
	-1,300.00	-1,300.00	0.00	0.00	0.00	-1,300.00	.0%
001 35420		CODE ENFORCEMENT FINDS					
	0.00	0.00	-100.00	-100.00	0.00	100.00	100.0%
001 35911		FINGERPRINT-ACCI-INC REPORT					
	-1,600.00	-1,600.00	-146.25	-146.25	0.00	-1,453.75	9.1%
001 36110		INTEREST					
	-25,000.00	-25,000.00	-3,703.41	-3,703.41	0.00	-21,296.59	14.8%
001 36120		UNREALIZED GAIN					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 36210		RENTS					
	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
001 36215		RENTS NON-TAXABLE					
	-20,300.00	-20,300.00	0.00	0.00	0.00	-20,300.00	.0%
001 36221		POLICE BUILDING RENT					
	-125,000.00	-125,000.00	-11,005.01	-11,005.01	0.00	-113,994.99	8.8%
001 36420		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 36990		OTHER REVENUE					
	-12,000.00	-12,000.00	-431.46	-431.46	0.00	-11,568.54	3.6%
001 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 36993		DONATIONS/CONTRIBUTIONS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 36995		LATE FEES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
001 36996		REVENUE-GARNISHMENT FEE					
	-100.00	-100.00	-15.00	-15.00	0.00	-85.00	15.0%
001 36997		TDC REVENUE					
	-36,348.00	-36,348.00	0.00	0.00	0.00	-36,348.00	.0%
001 36999		HDC TRUST FUND					
	0.00	0.00	-20.00	-20.00	0.00	20.00	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	-142,000.00	-142,000.00	0.00	-1,562,000.00	8.3%
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	-3,000.00	-3,000.00	0.00	-33,000.00	8.3%
001 38245	FROM WASTEWATER OPERATIONS						
	-360,000.00	-360,000.00	-30,000.00	-30,000.00	0.00	-330,000.00	8.3%
001 38246	FROM WATER OPERATIONS						
	-180,000.00	-180,000.00	-15,000.00	-15,000.00	0.00	-165,000.00	8.3%
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	-28,930,926.00	-1,232,452.39	-1,232,452.39	0.00	-27,698,473.61	4.3%
TOTAL REVENUES							
	-28,930,926.00	-28,930,926.00	-1,232,452.39	-1,232,452.39	0.00	-27,698,473.61	
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	-2,500.62	-2,500.62	0.00	2,500.62	100.0%

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0012200 FIRE

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TOTAL FIRE	0.00	0.00	-2,500.62	-2,500.62	0.00	2,500.62 100.0%
TOTAL REVENUES	0.00	0.00	-2,500.62	-2,500.62	0.00	2,500.62

0012400 BUILDING / PERMITTING

0012400 36992	GAIN ON SALE OF ASSET	0.00	0.00	0.00	0.00	0.00%
TOTAL BUILDING / PERMITTING	0.00	0.00	0.00	0.00	0.00	0.0%

0017200 RECREATION

0017200 36993	DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.0%
TOTAL RECREATION	0.00	0.00	0.00	0.00	0.00	0.0%

GRAND TOTAL	-28,980,626.00	-28,980,626.00	-1,234,953.01	-1,234,953.01	0.00	-27,745,672.99	4.3%
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** END OF REPORT - Generated by Patti Clifford **

+ 6,583,624 - Cash Bal Forward
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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
0011100 CITY COMMISSION								
	328,214.00	328,214.00	36,101.10	36,101.10	0.00	292,112.90	11.0%	*
0011200 CITY CLERK								
	466,036.00	466,036.00	40,977.71	40,977.71	0.00	425,058.29	8.8%	
0011210 CITY MANAGER								
	498,307.00	498,307.00	40,571.66	40,571.66	0.00	457,735.34	8.1%	
0011300 FINANCE								
	845,808.00	845,808.00	90,594.63	90,594.63	2,500.00	752,713.37	11.0%	*
0011310 INFORMATION TECHNOLOGY								
	656,026.00	656,026.00	43,237.18	43,237.18	13,443.01	599,345.81	8.6%	E
0011350 HUMAN RESOURCES								
	365,171.00	365,171.00	38,762.39	38,762.39	0.00	326,408.61	10.6%	*
0011400 CITY ATTORNEY								
	327,545.00	327,545.00	21,921.62	21,921.62	0.00	305,623.38	6.7%	
0011500 PLANNING								
	534,710.00	534,710.00	52,446.62	52,446.62	0.00	482,263.38	9.8%	
0011910 NON DEPARTMENTAL								
	277,769.00	277,769.00	29,970.57	29,970.57	1,550.50	246,247.93	11.3%	*
0011930 FACILITIES MAINTENANCE								
	601,507.00	601,507.00	46,651.08	46,651.08	32,648.00	522,207.92	13.2%	E
0012100 POLICE								
	5,526,768.00	5,526,768.00	380,393.11	380,393.11	121,439.72	5,024,935.17	9.1%	E
0012200 FIRE								
	4,621,740.00	4,621,740.00	276,482.36	276,482.36	5,775.40	4,339,482.24	6.1%	
0012201 FIRE OCEAN RESCUE								
	233,200.00	233,200.00	27.78	27.78	0.00	233,172.22	.0%	
0012400 BUILDING / PERMITTING								
	1,479,328.00	1,479,328.00	71,863.24	71,863.24	1,595.00	1,405,869.76	5.0%	
0012420 CODE ENFORCEMENT								
	167,039.00	167,039.00	12,155.19	12,155.19	0.00	154,883.81	7.3%	
0014100 STREETS								
	2,048,212.00	2,048,212.00	138,826.63	138,826.63	65,680.00	1,843,705.37	10.0%	E
0015200 DOWNTOWN								
	85,373.00	85,373.00	605.72	605.72	0.00	84,767.28	.7%	
0015640 PUBLIC ASSISTANCE								
	56,500.00	56,500.00	0.00	0.00	0.00	56,500.00	.0%	
0017100 LIBRARY								
	14,341.00	14,341.00	320.08	320.08	0.00	14,020.92	2.2%	
0017200 RECREATION								
	1,040,999.00	1,040,999.00	70,892.47	70,892.47	24,085.18	946,021.35	9.1%	E
0017210 PARKS								
	220,293.00	220,293.00	-52.46	-52.46	3,599.90	216,745.56	1.6%	
0017220 PECK								
	267,064.00	267,064.00	14,057.01	14,057.01	3,460.00	249,546.99	6.6%	

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

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FOR 2018 01

0017225 MLK CENTER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017225 MLK CENTER	188,136.00	188,136.00	8,460.33	8,460.33	0.00	179,675.67	4.5%
0017230 YOUTH	259,736.00	259,736.00	14,792.43	14,792.43	0.00	244,943.57	5.7%
0017240 AQUATICS	350,360.00	350,360.00	16,295.46	16,295.46	0.00	334,064.54	4.7%
0018100 INTERFUND TRANSFERS OUT	2,104,281.00	2,104,281.00	175,356.75	175,356.75	0.00	1,928,924.25	8.3%
0018200 CONTINGENCIES	120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	.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	28,980,626.00	1,621,710.66	1,621,710.66	275,776.71	27,083,138.63	6.5%

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TOTAL REVENUE <1,234,953>
NET <REV>EXPS 386,758

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

P 1
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FOR 2018 01

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 01

	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	0.00	0.00	0.00	0.00	.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	15,000.00	0.00	0.00	0.00	15,000.00	.0%
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	0.00	0.00	0.00	0.00	0.00	.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	0.00	0.00	31,255.00	-31,255.00	100.0%
TOTAL REVENUES							
	-59,200.00	-59,200.00	0.00	0.00	0.00	-59,200.00	
TOTAL EXPENSES							
	59,200.00	59,200.00	0.00	0.00	31,255.00	27,945.00	
GRAND TOTAL							
	0.00	0.00	0.00	0.00	31,255.00	-31,255.00	100.0%

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

P 1
glytdbud

FOR 2018 01

	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 56300	IMPROVEMENTS						
	109,680.00	109,680.00	0.00	0.00	0.00	109,680.00	.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	0.00	0.00	.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	0.00	109,680.00	
	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
WASTEWATER IMPACT

P 1
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FOR 2018 01

	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	-27,806.04	-27,806.04	0.00	-204,293.96	12.0%
145 36311		IMPACT FEES- UNINCORPORATED					
	-174,075.00	-174,075.00	-48.36	-48.36	0.00	-174,026.64	.0%
145 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	33,847.92	33,847.92	0.00	372,327.08	8.3%
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	5,993.52	5,993.52	0.00	-5,993.52	100.0%
TOTAL REVENUES							
	-731,775.00	-731,775.00	-27,854.40	-27,854.40	0.00	-703,920.60	
TOTAL EXPENSES							
	731,775.00	731,775.00	33,847.92	33,847.92	0.00	697,927.08	
GRAND TOTAL							
	0.00	0.00	5,993.52	5,993.52	0.00	-5,993.52	100.0%

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

 P 1
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FOR 2018 01

	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	-14,733.14	-14,733.14	0.00	-81,166.86	15.4%
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	13,985.42	13,985.42	0.00	153,839.58	8.3%
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	-747.72	-747.72	0.00	747.72	100.0%
TOTAL REVENUES							
	-270,155.00	-270,155.00	-14,733.14	-14,733.14	0.00	-255,421.86	
TOTAL EXPENSES							
	270,155.00	270,155.00	13,985.42	13,985.42	0.00	256,169.58	
GRAND TOTAL							
	0.00	0.00	-747.72	-747.72	0.00	747.72	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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UTILITY TAX

FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410		ELECTRIC MUNICIPAL TAX					
	-700,000.00	-700,000.00	0.00	0.00	0.00	-700,000.00	.0%
150 31420		TELEPHONE MUNICIPAL TAX					
	-641,979.00	-641,979.00	-53,777.57	-53,777.57	0.00	-588,201.43	8.4%
150 31430		WATER MUNICIPAL TAX					
	-300,000.00	-300,000.00	-26,498.67	-26,498.67	0.00	-273,501.33	8.8%
150 31440		GAS MUNICIPAL TAX					
	-90,000.00	-90,000.00	0.00	0.00	0.00	-90,000.00	.0%
150 36110		INTEREST					
	0.00	0.00	-0.27	-0.27	0.00	0.27	100.0%
150 38910		CASH BALANCE FORWARD					
	-63,021.00	-63,021.00	0.00	0.00	0.00	-63,021.00	.0%
150 59100		TRANSFER TO GENERAL FUND					
	1,704,000.00	1,704,000.00	142,000.00	142,000.00	0.00	1,562,000.00	8.3%
150 59990		RESERVE					
	91,000.00	91,000.00	0.00	0.00	0.00	91,000.00	.0%
TOTAL UTILITY TAX	0.00	0.00	61,723.49	61,723.49	0.00	-61,723.49	100.0%
TOTAL REVENUES	-1,795,000.00	-1,795,000.00	-80,276.51	-80,276.51	0.00	-1,714,723.49	
TOTAL EXPENSES	1,795,000.00	1,795,000.00	142,000.00	142,000.00	0.00	1,653,000.00	
GRAND TOTAL	0.00	0.00	61,723.49	61,723.49	0.00	-61,723.49	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 01

	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 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,500.00	-3,500.00	-520.00	-520.00	0.00	-2,980.00	14.9%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	0.00	0.00	0.00	-2,200.00	.0%
170 34570		PERPETUAL CARE					
	-38,430.00	-38,430.00	-2,205.00	-2,205.00	0.00	-36,225.00	5.7%
170 34580		SALE OF LOTS					
	-71,370.00	-71,370.00	-3,295.00	-3,295.00	0.00	-68,075.00	4.6%
170 34585		GRAVE OPENINGS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 36110		INTEREST					
	-13,000.00	-13,000.00	-397.48	-397.48	0.00	-12,602.52	3.1%
170 36120		UNREALIZED GAIN					
	0.00	0.00	124.33	124.33	0.00	-124.33	100.0%
170 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 36992		GAIN ON SALE OF ASSET					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 38101		FROM GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 38910		CASH BALANCE FORWARD					
	-84,600.00	-84,600.00	0.00	0.00	0.00	-84,600.00	.0%
170 38913		CASH BAL FOR RESTD CEMET					
	-966,750.00	-966,750.00	0.00	0.00	0.00	-966,750.00	.0%
170 51200		SALARIES					
	70,431.00	70,431.00	2,882.40	2,882.40	0.00	67,548.60	4.1%
170 51300		SEASONAL/TEMPORARY					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 51350		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
170 51400		OVERTIME					
	0.00	0.00	672.71	672.71	0.00	-672.71	100.0%
170 52100		FICA					
	5,388.00	5,388.00	231.15	231.15	0.00	5,156.85	4.3%
170 52200		RETIREMENT					
	1,750.00	1,750.00	145.83	145.83	0.00	1,604.17	8.3%
170 52300		HEALTH INSUR					
	23,712.00	23,712.00	1,352.12	1,352.12	0.00	22,359.88	5.7%
170 52301		LIFE INSUR					
	387.00	387.00	15.91	15.91	0.00	371.09	4.1%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

CEMETERY

 P 2
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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>170 52400</u>		WORKERS' COMP					
	4,010.00	4,010.00	334.17	334.17	0.00	3,675.83	8.3%
<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	188.75	188.75	0.00	2,076.25	8.3%
<u>170 53400</u>		CONTRACTUAL					
	3,848.00	3,848.00	856.00	856.00	0.00	2,992.00	22.2%
<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	0.00	0.00	0.00	3,300.00	.0%
<u>170 54310</u>		UTILITIES-WATER & WASTEWATER					
	750.00	750.00	0.00	0.00	0.00	750.00	.0%
<u>170 54500</u>		INSURANCE					
	3,207.00	3,207.00	267.25	267.25	0.00	2,939.75	8.3%
<u>170 54610</u>		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%
<u>170 54620</u>		R/M EQUIPMENT					
	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	.0%
<u>170 54630</u>		R/M VEHICLES-LABOR					
	1,500.00	1,500.00	227.50	227.50	0.00	1,272.50	15.2%
<u>170 54640</u>		R/M VEHICLES-PARTS					
	2,000.00	2,000.00	292.83	292.83	0.00	1,707.17	14.6%
<u>170 55200</u>		OPERATING SUPPLIES					
	600.00	600.00	0.00	0.00	0.00	600.00	.0%
<u>170 55210</u>		UNIFORMS					
	650.00	650.00	0.00	0.00	0.00	650.00	.0%
<u>170 55230</u>		GAS/OIL					
	2,250.00	2,250.00	233.30	233.30	0.00	2,016.70	10.4%
<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

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CEMETERY

FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 59997		RESERVE REST'D FOR CEMETERY					
	0.00	1,008,550.00	0.00	0.00	0.00	1,008,550.00	0.0%
TOTAL CEMETERY	0.00	0.00	1,406.77	1,406.77	0.00	-1,406.77	100.0%
	TOTAL REVENUES						
	-1,179,850.00	-1,179,850.00	-6,293.15	-6,293.15	0.00	-1,173,556.85	
	TOTAL EXPENSES						
	1,179,850.00	1,179,850.00	7,699.92	7,699.92	0.00	1,172,150.08	
	GRAND TOTAL						
	0.00	0.00	1,406.77	1,406.77	0.00	-1,406.77	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2018 01

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

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FOR 2018 01

	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	0.00	.0%
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-135,216.00	-135,216.00	0.00	0.00	0.00	-135,216.00	.0%
190 35910		UNCLAIMED/ABANDONED CASH					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 36110		INTEREST					
	0.00	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	0.00	.0%
190 36993		DONATIONS/CONTRIBUTIONS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 38910		CASH BALANCE FORWARD					
	-41,884.00	-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	0.00	.0%
190 54000		TRAINING/TRAVEL					
	11,500.00	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	0.00	.0%
190 54101		COMMUNICATIONS-CELLULAR					
	0.00	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	0.00	.0%
190 54620		R/M EQUIPMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
190 54921		UNDERCOVER					
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
190 55200		OPERATING SUPPLIES					
	27,000.00	27,000.00	2,836.15	2,836.15	5,628.11	18,535.74	31.3%
190 56400		MACH/EQUIP					
	68,000.00	68,000.00	0.00	0.00	39,134.00	28,866.00	57.6%
190 56401		EQUIP-NON CAPITAL					
	18,500.00	18,500.00	0.00	0.00	0.00	18,500.00	.0%
190 59990		RESERVE					
	42,100.00	42,100.00	0.00	0.00	0.00	42,100.00	.0%
TOTAL LAW ENFORCE RECOVERY							
	0.00	0.00	2,836.15	2,836.15	44,762.11	-47,598.26	100.0%
TOTAL REVENUES							
	-177,100.00	-177,100.00	0.00	0.00	0.00	-177,100.00	
TOTAL EXPENSES							
	177,100.00	177,100.00	2,836.15	2,836.15	44,762.11	129,501.74	
GRAND TOTAL							
	0.00	0.00	2,836.15	2,836.15	44,762.11	-47,598.26	100.0%

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

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FOR 2018 01

	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	-35,317.25	-35,317.25	0.00	-388,489.75	8.3%
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	18,903.60	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	-16,413.65	-16,413.65	0.00	16,413.65	100.0%
TOTAL REVENUES							
	-428,247.00	-428,247.00	-35,317.25	-35,317.25	0.00	-392,929.75	
TOTAL EXPENSES							
	428,247.00	428,247.00	18,903.60	18,903.60	0.00	409,343.40	
GRAND TOTAL							
	0.00	0.00	-16,413.65	-16,413.65	0.00	16,413.65	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 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110	INTEREST						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
230 38140	FROM WW IMPACT FEES						
	-406,175.00	-406,175.00	-33,847.92	-33,847.92	0.00	-372,327.08	8.3%
230 38141	FROM WATER IMPACT FEES						
	-167,825.00	-167,825.00	-13,985.42	-13,985.42	0.00	-153,839.58	8.3%
230 38145	FROM WASTEWATER						
	-510,965.00	-510,965.00	-42,580.42	-42,580.42	0.00	-468,384.58	8.3%
230 38146	FROM WATER						
	-1,669,465.00	-1,669,465.00	-139,122.08	-139,122.08	0.00	-1,530,342.92	8.3%
230 38410	LOAN PROCEEDS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
230 38910	CASH BALANCE FORWARD						
	-249,000.00	-249,000.00	0.00	0.00	0.00	-249,000.00	.0%
230 57100	PRINCIPAL						
	1,440,000.00	1,440,000.00	0.00	0.00	0.00	1,440,000.00	.0%
230 57200	INTEREST						
	1,314,430.00	1,314,430.00	0.00	0.00	0.00	1,314,430.00	.0%
230 57300	FINANCING COSTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
230 59900	CONTINGENCY						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
230 59990	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	-229,535.84	-229,535.84	0.00	229,535.84	100.0%
TOTAL REVENUES							
	-3,003,430.00	-3,003,430.00	-229,535.84	-229,535.84	0.00	-2,773,894.16	
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	-229,535.84	-229,535.84	0.00	229,535.84	100.0%

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

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FOR 2018 01

	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 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	-9,168.17	-9,168.17	0.00	-98,081.83	8.5%
300 33710		COUNTY GRANT					
	-35,050.00	-35,050.00	0.00	0.00	0.00	-35,050.00	.0%
300 36110		INTEREST					
	-2,426.00	-2,426.00	-728.60	-728.60	0.00	-1,697.40	30.0%
300 36600		FOL CONTRIBUTION					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	-94,313.25	-94,313.25	0.00	-1,044,645.75	8.3%
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	-427,154.28	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%
300 38911		CASH BAL FORWARD REST'D					
	-1,165,300.00	-1,165,300.00	0.00	0.00	0.00	-1,165,300.00	.0%
TOTAL CAPITAL IMPROVEMENT							
	-4,422,285.00	-4,422,285.00	-531,364.30	-531,364.30	0.00	-3,890,920.70	12.0%
TOTAL REVENUES							
	-4,422,285.00	-4,422,285.00	-531,364.30	-531,364.30	0.00	-3,890,920.70	
GRAND TOTAL							
	-4,422,285.00	-4,422,285.00	-531,364.30	-531,364.30	0.00	-3,890,920.70	12.0%

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

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FOR 2018 01

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	0.00	0.00	10,000.00	95,900.00	9.4%
<u>3001000 57100</u>	PRINCIPAL					
668,687.00	668,687.00	185,134.96	185,134.96	0.00	483,552.04	27.7%
<u>3001000 57200</u>	INTEREST					
33,940.00	33,940.00	4,532.53	4,532.53	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	0.00	0.00	0.00	800.00	.0%
<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	189,667.49	189,667.49	10,000.00	720,472.51	21.7%
TOTAL EXPENSES						
1,034,035.00	920,140.00	189,667.49	189,667.49	10,000.00	720,472.51	
<u>3002100 CAP IMP POLICE</u>						
<u>3002100 56300</u>	IMPROVEMENTS					
150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%

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

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FOR 2018 01

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	225,260.34	0.00	39.66	100.0%
TOTAL CAP IMP POLICE	375,300.00	375,300.00	225,260.34	225,260.34	0.00	150,039.66	60.0%
TOTAL EXPENSES	375,300.00	375,300.00	225,260.34	225,260.34	0.00	150,039.66	
3002200 CAP IMP FIRE							
<u>3002200 56400</u>	MACH/EQUIP						
	932,200.00	932,200.00	434,417.94	434,417.94	0.00	497,782.06	46.6%
TOTAL CAP IMP FIRE	932,200.00	932,200.00	434,417.94	434,417.94	0.00	497,782.06	46.6%
TOTAL EXPENSES	932,200.00	932,200.00	434,417.94	434,417.94	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	0.00	0.00	0.00	79,000.00	.0%
<u>3004100 56312</u>	STREET STRIPING						
	34,750.00	34,750.00	0.00	0.00	0.00	34,750.00	.0%
<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	0.00	0.00	0.00	42,000.00	.0%
<u>3004100 56400</u>	MACH/EQUIP						
	150,000.00	263,895.00	113,895.00	113,895.00	75,504.71	74,495.29	71.8%
TOTAL CAP IMP STREETS	1,430,750.00	1,544,645.00	113,895.00	113,895.00	75,504.71	1,355,245.29	12.3%
TOTAL EXPENSES	1,430,750.00	1,544,645.00	113,895.00	113,895.00	75,504.71	1,355,245.29	

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

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FOR 2018 01

3007200 CAP IMP REC	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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	0.00	0.00	0.00	35,000.00	.0%
3007200 56332		BEACH RENOURISHMENT					
	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	.0%
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	0.00	0.00	0.00	425,000.00	.0%
TOTAL EXPENSES	425,000.00	425,000.00	0.00	0.00	0.00	425,000.00	
3007210 PARKS IMPROVEMENTS							
3007210 56300		IMPROVEMENTS					
	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	.0%
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					

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

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FOR 2018 01

3007220 CAP IMP PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	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	0.00	0.00	0.00	85,000.00	.0%
TOTAL CAP IMP AQUATICS	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	.0%
TOTAL EXPENSES	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	
GRAND TOTAL	4,422,285.00	4,422,285.00	963,240.77	963,240.77	85,504.71	3,373,539.52	23.7%

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REVENUE <531,364>

NET (REV) EXPS 431,907

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

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FOR 2018 01

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	-595.89	0.00	-3,404.11	14.9%
	TOTAL REVENUES					
	-4,000.00	-4,000.00	-595.89	0.00	-3,404.11	
3101000 CAP EXP ADMIN						
<u>3101000 32410</u>	IMPACT FEES ADMIN					
	-126,000.00	-126,000.00	-84,548.58	0.00	-41,451.42	67.1%
<u>3101000 38910</u>	CASH BALANCE FORWARD					
	-571,035.00	-571,035.00	0.00	0.00	-571,035.00	.0%
	TOTAL REVENUES					
	-697,035.00	-697,035.00	-84,548.58	0.00	-612,486.42	
3102100 CAP EXP POLICE						
<u>3102100 32421</u>	IMPACT FEES POLICE					
	-47,250.00	-47,250.00	-31,036.83	0.00	-16,213.17	65.7%
<u>3102100 38910</u>	CASH BALANCE FORWARD					
	-98,177.00	-98,177.00	0.00	0.00	-98,177.00	.0%
	TOTAL REVENUES					
	-145,427.00	-145,427.00	-31,036.83	0.00	-114,390.17	
3102200 CAP EXP FIRE						
<u>3102200 32422</u>	IMPACT FEES FIRE					
	-94,500.00	-94,500.00	-62,287.68	0.00	-32,212.32	65.9%
<u>3102200 38910</u>	CASH BALANCE FORWARD					
	-361,863.00	-361,863.00	0.00	0.00	-361,863.00	.0%
	TOTAL REVENUES					
	-456,363.00	-456,363.00	-62,287.68	0.00	-394,075.32	
3104400 CAP EXP SANITATION						
<u>3104400 32440</u>	IMPACT FEES SANITATION					
	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 REVENUE

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FOR 2018 01

3104400 CAP EXP SANITATION
ORIGINAL APPROP

REVISED BUDGET

YTD EXPENDED

MTD EXPENDED

ENCUMBRANCES

AVAILABLE BUDGET

% USED

3104400 38910	CASH BALANCE FORWARD						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

3107200 CAP EXP RECREATION

3107200 32470	IMPACT FEES RECREATION						
	-630,000.00	-630,000.00	-37,812.45	-37,812.45	0.00	-592,187.55	6.0%

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 REVENUES						
	-1,909,325.00	-1,909,325.00	-37,812.45	-37,812.45	0.00	-1,871,512.55	

	GRAND TOTAL						
	-3,212,150.00	-3,212,150.00	-216,281.43	-216,281.43	0.00	-2,995,868.57	6.7%

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

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FOR 2018 01

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>3101000 CAP EXP ADMIN</u>						
<u>3101000 56200</u>	BUILDING					
	0.00	0.00	0.00	0.00	0.00	.0%
<u>3101000 56400</u>	MACH/EQUIP					
	75,000.00	75,000.00	0.00	0.00	75,000.00	.0%
<u>3101000 56401</u>	EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	.0%
<u>3101000 56500</u>	INFRASTRUCTURE					
	100,000.00	100,000.00	0.00	0.00	100,000.00	.0%
<u>3101000 59100</u>	TRANSFER TO GENERAL FUND					
	0.00	0.00	0.00	0.00	0.00	.0%
<u>3101000 59990</u>	RESERVE					
	523,024.00	523,024.00	0.00	0.00	523,024.00	.0%
TOTAL CAP EXP ADMIN						
	698,024.00	698,024.00	0.00	0.00	698,024.00	.0%
TOTAL EXPENSES						
	698,024.00	698,024.00	0.00	0.00	698,024.00	.0%
<u>3102100 CAP EXP POLICE</u>						
<u>3102100 55200</u>	OPERATING SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	.0%
<u>3102100 56400</u>	MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	.0%
<u>3102100 56401</u>	EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	.0%
<u>3102100 59990</u>	RESERVE					
	145,597.00	145,597.00	0.00	0.00	145,597.00	.0%
TOTAL CAP EXP POLICE						
	145,597.00	145,597.00	0.00	0.00	145,597.00	.0%
TOTAL EXPENSES						
	145,597.00	145,597.00	0.00	0.00	145,597.00	.0%
<u>3102200 CAP EXP FIRE</u>						
<u>3102200 56400</u>	MACH/EQUIP					
	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 01

3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>3102200 56401</u>	0.00	EQUIP-NON CAPITAL					
		0.00	0.00	0.00	0.00	0.00	.0%
<u>3102200 57100</u>	0.00	PRINCIPAL					
		0.00	0.00	0.00	0.00	0.00	.0%
<u>3102200 57200</u>	0.00	INTEREST					
		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	
<u>3104400 CAP EXP SANITATION</u>							
<u>3104400 56400</u>	0.00	MACH/EQUIP					
		0.00	0.00	0.00	0.00	0.00	.0%
<u>3104400 59990</u>	0.00	RESERVE					
		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%
<u>3107200 CAP EXP RECREATION</u>							
<u>3107200 55200</u>	0.00	OPERATING SUPPLIES					
		0.00	0.00	0.00	0.00	0.00	.0%
<u>3107200 56200</u>	170,000.00	BUILDING					
		170,000.00	0.00	0.00	0.00	170,000.00	.0%
<u>3107200 56300</u>	355,000.00	IMPROVEMENTS					
		355,000.00	513.75	513.75	17,930.56	336,555.69	5.2%
<u>3107200 56365</u>	0.00	DOWNTOWN WATERFRONT PARKS					
		0.00	0.00	0.00	0.00	0.00	.0%
<u>3107200 56400</u>	50,000.00	MACH/EQUIP					
		50,000.00	0.00	0.00	0.00	50,000.00	.0%
<u>3107200 56401</u>	0.00	EQUIP-NON CAPITAL					
		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 01

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	513.75	513.75	17,930.56	1,893,095.69	1.0%
TOTAL EXPENSES 1,911,540.00	1,911,540.00	513.75	513.75	17,930.56	1,893,095.69	
GRAND TOTAL 3,212,150.00	3,212,150.00	513.75	513.75	17,930.56	3,193,705.69	.6%

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REVENUE <216,281>
 NET <REV> EXP <215,768>

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

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>330 WASTEWATER IMPROVEMENT</u>							
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	-41,666.67	-41,666.67	0.00	-458,333.33	8.3%
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	-41,666.67	-41,666.67	0.00	41,666.67	100.0%
TOTAL REVENUES	-3,488,400.00	-3,488,400.00	-41,666.67	-41,666.67	0.00	-3,446,733.33	
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	-41,666.67	-41,666.67	0.00	41,666.67	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

 P 1
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GOLF

FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 33120		FEMA GRANT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 33420		FEMA STATE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 34710		GREEN FEES					
	-315,135.00	-315,135.00	-15,509.45	-15,509.45	0.00	-299,625.55	4.9%
410 34711		SURCHARGE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 34713		GOLF CARTS					
	-485,177.00	-485,177.00	-33,792.75	-33,792.75	0.00	-451,384.25	7.0%
410 34714		RANGE FEES					
	-53,951.00	-53,951.00	-913.70	-913.70	0.00	-53,037.30	1.7%
410 34715		PRO SHOP SALES					
	-113,355.00	-113,355.00	-4,650.14	-4,650.14	0.00	-108,704.86	4.1%
410 34716		SNACK BAR SALES					
	-357,743.00	-357,743.00	-34,373.62	-34,373.62	0.00	-323,369.38	9.6%
410 34718		FACILITY RENTAL					
	-32,920.00	-32,920.00	0.00	0.00	0.00	-32,920.00	.0%
410 34719		SCHOOL OF GOLF					
	-6,580.00	-6,580.00	0.00	0.00	0.00	-6,580.00	.0%
410 34733		MEMBERSHIPS					
	-148,941.00	-148,941.00	-91,363.00	-91,363.00	0.00	-57,578.00	61.3%
410 34743		RANGE FEES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 34745		PRO SHOP SALES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 34750		SNACK BAR SALES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 36120		UNREALIZED GAIN					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 36200		DISCOUNTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 36420		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
410 36990		OTHER REVENUE					
	-7,000.00	-7,000.00	-12,888.18	-12,888.18	0.00	5,888.18	184.1%
410 36992		GAIN ON SALE OF ASSET					
	-150,000.00	-150,000.00	0.00	0.00	0.00	-150,000.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

GOLF

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 38101		FROM GENERAL FUND					
	-220,000.00	-220,000.00	-18,333.33	-18,333.33	0.00	-201,666.67	8.3%
410 38410		LOAN PROCEEDS					
	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.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	65.42	65.42	0.00	719.58	8.3%
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	566.25	566.25	0.00	6,408.75	8.1%
410 53400		CONTRACTUAL					
	681,647.00	681,647.00	53,619.06	53,619.06	0.00	628,027.94	7.9%
410 54000		TRAINING/TRAVEL					
	7,492.00	7,492.00	68.46	68.46	0.00	7,423.54	.9%
410 54100		COMM - PHONE/FAX/ALARM					
	1,440.00	1,440.00	0.00	0.00	0.00	1,440.00	.0%
410 54101		COMMUNICATIONS-CELLULAR					
	2,580.00	2,580.00	30.31	30.31	0.00	2,549.69	1.2%
410 54103		COMMUNICATIONS-INTERNET					
	7,840.00	7,840.00	550.76	550.76	0.00	7,289.24	7.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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GOLF
FOR 2018 01

	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	0.00	0.00	0.00	450,000.00	.0%
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	0.00	0.00	0.00	106,522.00	.0%
410 57200		INTEREST					
	6,170.00	6,170.00	0.00	0.00	0.00	6,170.00	.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	-663,771.00	0.00	0.00	0.00	-663,771.00	.0%
TOTAL GOLF	0.00	0.00	-69,179.53	-69,179.53	0.00	69,179.53	100.0%
	TOTAL REVENUES						
	-1,465,282.00	-1,465,282.00	-211,824.17	-211,824.17	0.00	-1,253,457.83	
	TOTAL EXPENSES						
	1,465,282.00	1,465,282.00	142,644.64	142,644.64	0.00	1,322,637.36	
	GRAND TOTAL						
	0.00	0.00	-69,179.53	-69,179.53	0.00	69,179.53	100.0%

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	BUD	OCT YTD
PRO SHOP SALES	113,355	4,650
C OF GOODS SOLD	57,957	1,552
TR \$	55,398	3,098
% OF COST	95.6%	200%
F+B SALES	357,743	34,374
C OF GOODS SOLD	287,845	24,091
TR \$	69,898	10,283
% OF COST	24.3%	42.7%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

AIRPORT

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FOR 2018 01

	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	0.00	0.00	0.00	-350,000.00	.0%
420 33323		FDOT GRANT					
	-1,625,000.00	-1,625,000.00	0.00	0.00	0.00	-1,625,000.00	.0%
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	0.00	0.00	0.00	-470,000.00	.0%
420 34970		FUEL SALES					
	-35,000.00	-35,000.00	-945.33	-945.33	0.00	-34,054.67	2.7%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-37,240.00	-37,240.00	-3,924.05	-3,924.05	0.00	-33,315.95	10.5%
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	-13,498.33	-13,498.33	0.00	-186,001.67	6.8%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-33,295.00	-33,295.00	-2,786.02	-2,786.02	0.00	-30,508.98	8.4%
420 34975		RENT/LEASE PAYMENTS					
	-306,503.00	-306,503.00	-24,141.11	-24,141.11	0.00	-282,361.89	7.9%
420 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 36420		INSURANCE PROCEEDS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
420 36990		OTHER REVENUE					
	-90,000.00	-90,000.00	-1,791.00	-1,791.00	0.00	-88,209.00	2.0%
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	-99.20	-99.20	0.00	99.20	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	0.00	0.00	0.00	-1,000,000.00	.0%
420 38910		CASH BALANCE FORWARD					
	-1,020,700.00	-1,020,700.00	0.00	0.00	0.00	-1,020,700.00	.0%
420 51200		SALARIES					
	119,340.00	119,340.00	8,795.40	8,795.40	0.00	110,544.60	7.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<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	643.09	643.09	0.00	8,486.91	7.0%
<u>420 52200</u>		RETIREMENT					
	40,600.00	40,600.00	3,383.33	3,383.33	0.00	37,216.67	8.3%
<u>420 52300</u>		HEALTH INSUR					
	18,448.00	18,448.00	2,352.16	2,352.16	0.00	16,095.84	12.8%
<u>420 52301</u>		LIFE INSUR					
	743.00	743.00	49.45	49.45	0.00	693.55	6.7%
<u>420 52350</u>		OPEB COSTS					
	785.00	785.00	65.42	65.42	0.00	719.58	8.3%
<u>420 52400</u>		WORKERS' COMP					
	2,067.00	2,067.00	172.25	172.25	0.00	1,894.75	8.3%
<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	40,000.00	0.00	0.00	0.00	40,000.00	.0%
<u>420 53200</u>		AUDITING					
	6,795.00	6,795.00	566.25	566.25	0.00	6,228.75	8.3%
<u>420 53400</u>		CONTRACTUAL					
	53,535.00	53,535.00	1,555.00	1,555.00	0.00	51,980.00	2.9%
<u>420 53910</u>		HOUSING ALLOWANCE					
	2,000.00	2,000.00	500.00	500.00	0.00	1,500.00	25.0%
<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	0.00	0.00	0.00	1,922.00	.0%
<u>420 54101</u>		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
<u>420 54103</u>		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	0.00	0.00	0.00	5,750.00	.0%
<u>420 54200</u>		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
<u>420 54300</u>		UTILITIES ELECTRIC					
	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%
<u>420 54310</u>		UTILITIES-WATER & WASTEWATER					
	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	.0%
<u>420 54400</u>		RENTALS/LEASES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>420 54500</u>		INSURANCE					
	47,928.00	47,928.00	3,994.00	3,994.00	0.00	43,934.00	8.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>420 54610</u>		R/M BLDG & GROUNDS					
	78,000.00	78,000.00	113.50	113.50	218,881.17	-140,994.67	280.8%
<u>420 54620</u>		R/M EQUIPMENT					
	1,500.00	1,500.00	600.00	600.00	0.00	900.00	40.0%
<u>420 54630</u>		R/M VEHICLES-LABOR					
	3,500.00	3,500.00	55.00	55.00	0.00	3,445.00	1.6%
<u>420 54640</u>		R/M VEHICLES-PARTS					
	3,500.00	3,500.00	37.08	37.08	0.00	3,462.92	1.1%
<u>420 54700</u>		PRINTING					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
<u>420 54800</u>		PROMOTIONAL					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
<u>420 54902</u>		BAD DEBT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>420 54910</u>		BILLING COSTS					
	7,000.00	7,000.00	583.34	583.34	0.00	6,416.66	8.3%
<u>420 55100</u>		OFFICE SUPPLIES					
	300.00	300.00	0.00	0.00	0.00	300.00	.0%
<u>420 55200</u>		OPERATING SUPPLIES					
	4,810.00	4,810.00	0.00	0.00	0.00	4,810.00	.0%
<u>420 55210</u>		UNIFORMS					
	300.00	300.00	0.00	0.00	0.00	300.00	.0%
<u>420 55230</u>		GAS/OIL					
	8,500.00	8,500.00	270.34	270.34	0.00	8,229.66	3.2%
<u>420 55240</u>		CHEMICALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>420 55300</u>		ROAD MATERIALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>420 55400</u>		BOOKS/SUBS/DUES					
	725.00	725.00	0.00	0.00	0.00	725.00	.0%
<u>420 56200</u>		BUILDING					
	3,845,000.00	3,845,000.00	35,633.75	35,633.75	3,800,187.70	9,178.55	99.8%
<u>420 56300</u>		IMPROVEMENTS					
	225,000.00	225,000.00	0.00	0.00	0.00	225,000.00	.0%
<u>420 56301</u>		NON CAP IMPROVEMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>420 56400</u>		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>420 56401</u>		EQUIP-NON CAPITAL					
	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	.0%
<u>420 57000</u>		SETTLEMENT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>420 57100</u>		PRINCIPAL					
	198,000.00	198,000.00	0.00	0.00	0.00	198,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 57200		INTEREST					
	52,266.00	52,266.00	0.00	0.00	0.00	52,266.00	.0%
420 57300		FINANCING COSTS					
	36,000.00	36,000.00	0.00	0.00	0.00	36,000.00	.0%
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	308,194.00	0.00	0.00	0.00	308,194.00	.0%
TOTAL AIRPORT	0.00	0.00	12,184.32	12,184.32	4,019,068.87	-4,031,253.19	100.0%
	TOTAL REVENUES						
	-5,167,238.00	-5,167,238.00	-47,185.04	-47,185.04	0.00	-5,120,052.96	
	TOTAL EXPENSES						
	5,167,238.00	5,167,238.00	59,369.36	59,369.36	4,019,068.87	1,088,799.77	
	GRAND TOTAL						
	0.00	0.00	12,184.32	12,184.32	4,019,068.87	-4,031,253.19	100.0%

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SANITATION

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FOR 2018 01

	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	-201,971.08	-201,971.08	0.00	-2,168,028.92	8.5%
440 36110		INTEREST					
	0.00	0.00	-109.94	-109.94	0.00	109.94	100.0%
440 36990		OTHER REVENUE					
	-10,000.00	-10,000.00	0.00	0.00	0.00	-10,000.00	.0%
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	566.25	566.25	0.00	6,228.75	8.3%
440 53400		CONTRACTUAL					
	90,000.00	90,000.00	217.53	217.53	0.00	89,782.47	.2%
440 53440		SANITATION SERVICES EXPENSE					
	2,154,330.00	2,154,330.00	175,000.00	175,000.00	0.00	1,979,330.00	8.1%
440 53444		RECYCLING SERVICES					
	13,500.00	13,500.00	1,125.00	1,125.00	0.00	12,375.00	8.3%
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	7,333.34	7,333.34	0.00	80,666.66	8.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>440 55100</u>		OFFICE SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>440 55200</u>		OPERATING SUPPLIES					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
<u>440 55210</u>		UNIFORMS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>440 55220</u>		JANITORIAL SUPPLIES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>440 55230</u>		GAS/OIL					
	5,000.00	5,000.00	315.90	315.90	0.00	4,684.10	6.3%
<u>440 55240</u>		CHEMICALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>440 55300</u>		ROAD MATERIALS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>440 55644</u>		NON PROFIT KNB					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
<u>440 56300</u>		IMPROVEMENTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>440 56400</u>		MACH/EQUIP					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>440 57100</u>		PRINCIPAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>440 57200</u>		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>440 59100</u>		TRANSFER TO GENERAL FUND					
	36,000.00	36,000.00	3,000.00	3,000.00	0.00	33,000.00	8.3%
<u>440 59900</u>		CONTINGENCY					
	68,375.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>440 59990</u>		RESERVE					
	0.00	68,375.00	0.00	0.00	0.00	68,375.00	.0%
TOTAL SANITATION	0.00	0.00	-14,523.00	-14,523.00	0.00	14,523.00	100.0%
	TOTAL REVENUES						
	-2,463,500.00	-2,463,500.00	-202,081.02	-202,081.02	0.00	-2,261,418.98	
	TOTAL EXPENSES						
	2,463,500.00	2,463,500.00	187,558.02	187,558.02	0.00	2,275,941.98	
	GRAND TOTAL						
	0.00	0.00	-14,523.00	-14,523.00	0.00	14,523.00	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

WASTEWATER

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FOR 2018 01

	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			LY	0.00	.0%
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 34345		WASTEWATER CHARGES			447,916	0.00	8.3%
	-5,821,017.00	-5,821,017.00	-481,001.64	-481,001.64	0.00	-5,340,015.36	
450 34530		SEPTIC DUMPING					
	-30,000.00	-30,000.00	-1,987.20	-1,987.20	0.00	-28,012.80	6.6%
450 34535		WASTEWATER TAP FEES					
	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
450 34910		WASTEWATER MISCELLANEOUS FEES					
	-15,000.00	-15,000.00	0.00	0.00	0.00	-15,000.00	.0%
450 36110		INTEREST					
	-15,427.00	-15,427.00	-1,635.64	-1,635.64	0.00	-13,791.36	10.6%
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	0.00	0.00	0.00	0.00	.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	44,475.36	44,475.36	0.00	522,044.64	7.9%
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	1,559.06	1,559.06	0.00	29,057.94	5.1%
450 51400		OVERTIME					
	90,000.00	90,000.00	5,937.73	5,937.73	0.00	84,062.27	6.6%
450 52100		FICA					
	52,566.00	52,566.00	3,635.46	3,635.46	0.00	48,930.54	6.9%
450 52200		RETIREMENT					
	193,060.00	193,060.00	16,088.33	16,088.33	0.00	176,971.67	8.3%
450 52300		HEALTH INSUR					
	168,176.00	168,176.00	12,635.20	12,635.20	0.00	155,540.80	7.5%

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WASTEWATER

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 52301		LIFE INSUR					
	2,967.00	2,967.00	218.77	218.77	0.00	2,748.23	7.4%
450 52350		OPEB COSTS					
	18,861.00	18,861.00	15,738.42	15,738.42	0.00	3,122.58	83.4%
450 52400		WORKERS' COMP					
	15,932.00	15,932.00	1,327.67	1,327.67	0.00	14,604.33	8.3%
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	1,195.42	1,195.42	0.00	13,149.58	8.3%
450 53400		CONTRACTUAL					
	250,128.00	250,128.00	4,912.50	4,912.50	9,900.00	235,315.50	5.9%
450 54000		TRAINING/TRAVEL					
	13,875.00	13,875.00	3,062.90	3,062.90	0.00	10,812.10	22.1%
450 54100		COMM - PHONE/FAX/ALARM					
	2,700.00	2,700.00	0.00	0.00	0.00	2,700.00	.0%
450 54101		COMMUNICATIONS-CELLULAR					
	2,400.00	2,400.00	0.59	0.59	0.00	2,399.41	.0%
450 54103		COMMUNICATIONS-INTERNET					
	3,335.00	3,335.00	324.00	324.00	0.00	3,011.00	9.7%
450 54200		POSTAGE					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
450 54300		UTILITIES ELECTRIC					
	170,000.00	170,000.00	14,662.26	14,662.26	0.00	155,337.74	8.6%
450 54310		UTILITIES-WATER & WASTEWATER					
	31,287.00	31,287.00	846.48	846.48	0.00	30,440.52	2.7%
450 54320		UTILITIES-PROPANE/OTHER					
	7,800.00	7,800.00	69.75	69.75	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	6,732.75	6,732.75	0.00	74,060.25	8.3%
450 54610		R/M BLDG & GROUNDS					
	40,000.00	40,000.00	1,070.68	1,070.68	0.00	38,929.32	2.7%
450 54620		R/M EQUIPMENT					
	110,000.00	110,000.00	5,862.12	5,862.12	1,243.00	102,894.88	6.5%
450 54630		R/M VEHICLES-LABOR					
	20,000.00	20,000.00	1,523.75	1,523.75	0.00	18,476.25	7.6%
450 54640		R/M VEHICLES-PARTS					
	40,000.00	40,000.00	4,333.12	4,333.12	0.00	35,666.88	10.8%
450 54700		PRINTING					
	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
WASTEWATER

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54910		BILLING COSTS					
	167,500.00	167,500.00	13,958.34	13,958.34	0.00	153,541.66	8.3%
450 54920		UTILITY ADMIN COSTS					
	130,000.00	130,000.00	10,833.33	10,833.33	0.00	119,166.67	8.3%
450 55100		OFFICE SUPPLIES					
	2,250.00	2,250.00	2.15	2.15	0.00	2,247.85	.1%
450 55200		OPERATING SUPPLIES					
	175,470.00	175,470.00	12,100.52	12,100.52	9,947.73	153,421.75	12.6%
450 55210		UNIFORMS					
	5,575.00	5,575.00	120.00	120.00	0.00	5,455.00	2.2%
450 55220		JANITORIAL SUPPLIES					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
450 55230		GAS/OIL					
	35,000.00	35,000.00	2,946.06	2,946.06	0.00	32,053.94	8.4%
450 55240		CHEMICALS					
	46,000.00	46,000.00	2,380.00	2,380.00	0.00	43,620.00	5.2%
450 55300		ROAD MATERIALS					
	8,000.00	8,000.00	0.00	0.00	4,575.00	3,425.00	57.2%
450 55400		BOOKS/SUBS/DUES					
	1,900.00	1,900.00	0.00	0.00	0.00	1,900.00	.0%
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	32,729.88	32,729.88	13,309.27	543,960.85	7.8%
450 56400		MACH/EQUIP					
	387,500.00	387,500.00	2,655.35	2,655.35	180,766.00	204,078.65	47.3%
450 56401		EQUIP-NON CAPITAL					
	24,000.00	24,000.00	0.00	0.00	4,360.00	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	30,000.00	30,000.00	0.00	330,000.00	8.3%
450 59230		TRANSFER TO UTIL ACQ DS					
	510,965.00	510,965.00	42,580.42	42,580.42	0.00	468,384.58	8.3%
450 59330		TRANSFER TO WW CAPITAL					
	500,000.00	500,000.00	41,666.67	41,666.67	0.00	458,333.33	8.3%
450 59460		TRANSFER TO WATER FUND					
	600,000.00	600,000.00	50,000.00	50,000.00	0.00	550,000.00	8.3%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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WASTEWATER

FOR 2018 01

	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	-96,439.44	-96,439.44	224,101.00	-127,661.56	100.0%
	TOTAL REVENUES						
	-10,819,223.00	-10,819,223.00	-484,624.48	-484,624.48	0.00	-10,334,598.52	
	TOTAL EXPENSES						
	10,819,223.00	10,819,223.00	388,185.04	388,185.04	224,101.00	10,206,936.96	
	GRAND TOTAL						
	0.00	0.00	-96,439.44	-96,439.44	224,101.00	-127,661.56	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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WATER

FOR 2018 01

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	-356,342.82	-356,342.82	335,282	-3,634,178.18	8.9%
460 34610	WATER TAP CHARGES					
-87,500.00	-87,500.00	-9,520.84	-9,520.84	0.00	-77,979.16	10.9%
460 34620	WATER METER INSTALLATION FEES					
-18,750.00	-18,750.00	-1,600.00	-1,600.00	0.00	-17,150.00	8.5%
460 34621	WATER NONPAY RECONNECT FEE					
-60,000.00	-60,000.00	-6,240.00	-6,240.00	0.00	-53,760.00	10.4%
460 34634	WATER OVERPAYMENT					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
460 34910	MISCELLANEOUS FEES					
-15,000.00	-15,000.00	-1,500.00	-1,500.00	0.00	-13,500.00	10.0%
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	-250.00	-250.00	0.00	-8,150.00	3.0%
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	-1,647.19	-1,647.19	0.00	-14,352.81	10.3%
460 38145	FROM WASTEWATER					
-600,000.00	-600,000.00	-50,000.00	-50,000.00	0.00	-550,000.00	8.3%
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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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

WATER

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 51200		SALARIES					
	544,069.00	544,069.00	41,102.63	41,102.63	0.00	502,966.37	7.6%
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	8,864.02	8,864.02	0.00	86,135.98	9.3%
460 52100		FICA					
	48,889.00	48,889.00	3,741.26	3,741.26	0.00	45,147.74	7.7%
460 52200		RETIREMENT					
	205,788.00	205,788.00	17,149.00	17,149.00	0.00	188,639.00	8.3%
460 52300		HEALTH INSUR					
	125,150.00	125,150.00	9,787.46	9,787.46	0.00	115,362.54	7.8%
460 52301		LIFE INSUR					
	2,926.00	2,926.00	218.54	218.54	0.00	2,707.46	7.5%
460 52350		OPEB COSTS					
	26,198.00	26,198.00	2,183.17	2,183.17	0.00	24,014.83	8.3%
460 52400		WORKERS' COMP					
	18,304.00	18,304.00	1,525.33	1,525.33	0.00	16,778.67	8.3%
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	817.92	817.92	0.00	8,997.08	8.3%
460 53400		CONTRACTUAL					
	175,046.00	175,046.00	1,665.40	1,665.40	0.00	173,380.60	1.0%
460 54000		TRAINING/TRAVEL					
	11,920.00	11,920.00	420.00	420.00	0.00	11,500.00	3.5%
460 54100		COMM - PHONE/FAX/ALARM					
	1,700.00	1,700.00	0.00	0.00	0.00	1,700.00	.0%
460 54101		COMMUNICATIONS-CELLULAR					
	3,500.00	3,500.00	354.26	354.26	0.00	3,145.74	10.1%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	232.28	232.28	0.00	5,017.72	4.4%
460 54200		POSTAGE					
	1,825.00	1,825.00	0.00	0.00	0.00	1,825.00	.0%
460 54300		UTILITIES ELECTRIC					
	200,000.00	200,000.00	6,098.35	6,098.35	0.00	193,901.65	3.0%
460 54310		UTILITIES-WATER & WASTEWATER					
	2,060.00	2,060.00	0.00	0.00	0.00	2,060.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
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WATER
FOR 2018 01

	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	1,045.75	1,045.75	0.00	11,390.25	8.4%
460 54500		INSURANCE					
	34,234.00	34,234.00	2,852.83	2,852.83	0.00	31,381.17	8.3%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	2,486.50	2,486.50	0.00	513.50	82.9%
460 54620		R/M EQUIPMENT					
	280,000.00	280,000.00	0.00	0.00	0.00	280,000.00	.0%
460 54630		R/M VEHICLES-LABOR					
	15,000.00	15,000.00	1,147.50	1,147.50	0.00	13,852.50	7.7%
460 54640		R/M VEHICLES-PARTS					
	30,000.00	30,000.00	438.70	438.70	0.00	29,561.30	1.5%
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	500.00	500.00	0.00	3,500.00	12.5%
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	13,958.34	13,958.34	0.00	153,541.66	8.3%
460 54920		UTILITY ADMIN COSTS					
	130,000.00	130,000.00	10,833.33	10,833.33	0.00	119,166.67	8.3%
460 55100		OFFICE SUPPLIES					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
460 55200		OPERATING SUPPLIES					
	212,770.00	212,770.00	4,232.34	4,232.34	20,841.30	187,696.36	11.8%
460 55210		UNIFORMS					
	4,875.00	4,875.00	0.00	0.00	0.00	4,875.00	.0%
460 55220		JANITORIAL SUPPLIES					
	250.00	250.00	0.00	0.00	0.00	250.00	.0%
460 55230		GAS/OIL					
	35,000.00	35,000.00	3,014.37	3,014.37	0.00	31,985.63	8.6%
460 55240		CHEMICALS					
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
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	0.00	0.00	0.00	5,190.00	.0%
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	-200.00	0.00	416,200.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

WATER

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>460 56400</u>		MACH/EQUIP					
	140,000.00	140,000.00	0.00	0.00	113,467.00	26,533.00	81.0%
<u>460 56401</u>		EQUIP-NON CAPITAL					
	18,500.00	18,500.00	0.00	0.00	4,360.00	14,140.00	23.6%
<u>460 57000</u>		SETTLEMENT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>460 57100</u>		PRINCIPAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>460 57200</u>		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>460 57300</u>		FINANCING COSTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>460 59100</u>		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	15,000.00	15,000.00	0.00	165,000.00	8.3%
<u>460 59230</u>		TRANSFER TO UTIL ACQ DS					
	1,669,465.00	1,669,465.00	139,122.08	139,122.08	0.00	1,530,342.92	8.3%
<u>460 59900</u>		CONTINGENCY					
	3,168,252.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>460 59910</u>		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
<u>460 59990</u>		RESERVE					
	0.00	3,168,252.00	0.00	0.00	0.00	3,168,252.00	.0%
TOTAL WATER	0.00	0.00	-138,509.49	-138,509.49	138,668.30	-158.81	100.0%
	TOTAL REVENUES						
	-8,241,412.00	-8,241,412.00	-427,100.85	-427,100.85	0.00	-7,814,311.15	
	TOTAL EXPENSES						
	8,241,412.00	8,241,412.00	288,591.36	288,591.36	138,668.30	7,814,152.34	
	GRAND TOTAL						
	0.00	0.00	-138,509.49	-138,509.49	138,668.30	-158.81	100.0%

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

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FOR 2018 01

	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	LY 0.00	-500,000.00	.0%
470 33700		SJRWMD GRANT					
	-251,283.00	-251,283.00	-91,443.98	-91,443.98	0.00	-159,839.02	36.4%
470 34347		WATER DRAINAGE FEES					
	-779,328.00	-779,328.00	-69,985.27	-69,985.27	23,494 0.00	-709,342.73	9.0%
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	-1,792.92	-1,792.92	0.00	-19,722.08	8.3%
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	8,534.48	8,534.48	0.00	199,274.52	4.1%
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	71.74	71.74	0.00	4,928.26	1.4%
470 52100		FICA					
	16,280.00	16,280.00	831.38	831.38	0.00	15,448.62	5.1%
470 52200		RETIREMENT					
	69,642.00	69,642.00	5,803.50	5,803.50	0.00	63,838.50	8.3%
470 52300		HEALTH INSUR					
	55,690.00	55,690.00	2,730.05	2,730.05	0.00	52,959.95	4.9%
470 52301		LIFE INSUR					
	1,192.00	1,192.00	62.67	62.67	0.00	1,129.33	5.3%
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	518.42	518.42	0.00	5,702.58	8.3%
470 53100		PROFESSIONAL SERVICES					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
470 53200		AUDITING					
	6,040.00	6,040.00	503.33	503.33	0.00	5,536.67	8.3%
470 53400		CONTRACTUAL					
	33,475.00	33,475.00	1,474.68	1,474.68	0.00	32,000.32	4.4%

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

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54000		TRAINING/TRAVEL					
	1,772.00	1,772.00	421.00	421.00	0.00	1,351.00	23.8%
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	0.00	0.00	0.00	2,000.00	.0%
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	0.00	0.00	0.00	3,900.00	.0%
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	255.00	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	0.00	0.00	0.00	12,000.00	.0%
470 54640		R/M VEHICLES-PARTS					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
470 54700		PRINTING					
	500.00	500.00	7.90	7.90	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	2,791.67	2,791.67	0.00	30,708.33	8.3%
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	895.19	895.19	5,429.34	11,235.47	36.0%
470 55210		UNIFORMS					
	2,375.00	2,375.00	0.00	0.00	0.00	2,375.00	.0%
470 55230		GAS/OIL					
	15,000.00	15,000.00	516.61	516.61	0.00	14,483.39	3.4%
470 55400		BOOKS/SUBS/DUES					
	750.00	750.00	500.00	500.00	0.00	250.00	66.7%
470 56200		BUILDING					
	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
470 56300		IMPROVEMENTS					
	816,283.00	814,402.00	8,627.71	8,627.71	1,935.00	803,839.29	1.3%

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

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>470 56400</u>		MACH/EQUIP					
	110,000.00	111,881.00	0.00	0.00	40,424.50	71,456.50	36.1%
<u>470 56401</u>		EQUIP-NON CAPITAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>470 56500</u>		INFRASTRUCTURE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>470 57100</u>		PRINCIPAL					
	41,637.00	41,637.00	0.00	0.00	0.00	41,637.00	.0%
<u>470 57200</u>		INTEREST					
	1,393.00	1,393.00	0.00	0.00	0.00	1,393.00	.0%
<u>470 59900</u>		CONTINGENCY					
	149,552.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>470 59990</u>		RESERVE					
	0.00	149,552.00	0.00	0.00	0.00	149,552.00	.0%
TOTAL STORMWATER	0.00	0.00	-128,676.84	-128,676.84	47,788.84	80,888.00	100.0%
	TOTAL REVENUES						
	-1,743,626.00	-1,743,626.00	-163,222.17	-163,222.17	0.00	-1,580,403.83	
	TOTAL EXPENSES						
	1,743,626.00	1,743,626.00	34,545.33	34,545.33	47,788.84	1,661,291.83	
	GRAND TOTAL						
	0.00	0.00	-128,676.84	-128,676.84	47,788.84	80,888.00	100.0%

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480 33120	FEMA GRANT							
-4,068,750.00	-4,068,750.00	0.00	0.00	0.00	-4,068,750.00	.0%		
480 33148	FBIP							
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
480 33210	FEDERAL GRANT							
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
480 33400	STATE GRANT							
-264,000.00	-264,000.00	0.00	0.00	0.00	-264,000.00	.0%		
480 33420	FEMA STATE							
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
480 34750	SLIP RENTALS - PERMANENT							
-240,000.00	-240,000.00	-17,157.92	-17,157.92	0.00	-222,842.08	7.1%		
480 34755	SLIP RENTALS - TRANSIENT							
-125,000.00	-125,000.00	-5,475.88	-5,475.88	0.00	-119,524.12	4.4%		
480 34757	SLIP RENTALS - NON-TAXABLE							
-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%		
480 34759	DOCK STORE RENT							
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
480 34760	BUSINESS RENTALS							
-26,250.00	-26,250.00	-2,020.48	-2,020.48	0.00	-24,229.52	7.7%		
480 34762	MOORINGS-TAXABLE							
-18,000.00	-18,000.00	-2,435.00	-2,435.00	0.00	-15,565.00	13.5%		
480 34765	MERCHANDISE FOR RESALE							
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
480 34766	SERVICES-NON TAXABLE							
-250.00	-250.00	-4.00	-4.00	0.00	-246.00	1.6%		
480 34767	SERVICES-TAXABLE							
-1,200.00	-1,200.00	0.00	0.00	0.00	-1,200.00	.0%		
480 34770	FUEL-DIESEL							
-750,000.00	-750,000.00	0.00	0.00	0.00	-750,000.00	.0%		
480 34771	FUEL-GAS							
-150,000.00	-150,000.00	0.00	0.00	0.00	-150,000.00	.0%		
480 34773	FUEL-DIESEL NON-TAXABLE							
-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%		
480 34775	FUEL-DISCOUNTS DIESEL							
6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	.0%		
480 34776	FUEL-DISCOUNTS GAS							
700.00	700.00	0.00	0.00	0.00	700.00	.0%		
480 34777	FUEL-DISCNTS DIESEL NON-TAXBLE							
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 01

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	-782.47	-782.47	0.00	-10,667.53	6.8%
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	-36.44	-36.44	0.00	-463.56	7.3%
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	-25,000.00	-25,000.00	0.00	-275,000.00	8.3%
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 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 53200		AUDITING					
	6,795.00	6,795.00	566.25	566.25	0.00	6,228.75	8.3%
480 53400		CONTRACTUAL					
	403,172.00	403,172.00	18,591.11	18,591.11	0.00	384,580.89	4.6%
480 54000		TRAINING/TRAVEL					
	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	.0%
480 54100		COMM - PHONE/FAX/ALARM					
	1,135.00	1,135.00	0.00	0.00	0.00	1,135.00	.0%
480 54101		COMMUNICATIONS-CELLULAR					
	2,510.00	2,510.00	3.27	3.27	0.00	2,506.73	.1%
480 54103		COMMUNICATIONS-INTERNET					
	12,220.00	12,220.00	0.00	0.00	0.00	12,220.00	.0%
480 54300		UTILITIES ELECTRIC					
	24,000.00	24,000.00	0.00	0.00	0.00	24,000.00	.0%
480 54310		UTILITIES-WATER & WASTEWATER					
	19,000.00	19,000.00	1,558.65	1,558.65	0.00	17,441.35	8.2%
480 54400		RENTALS/LEASES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 54500		INSURANCE					
	73,946.00	73,946.00	6,242.09	6,242.09	0.00	67,703.91	8.4%
480 54610		R/M BLDG & GROUNDS					
	36,000.00	36,000.00	243.90	243.90	0.00	35,756.10	.7%
480 54620		R/M EQUIPMENT					
	15,750.00	15,750.00	0.00	0.00	0.00	15,750.00	.0%
480 54630		R/M VEHICLES-LABOR					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 54640		R/M VEHICLES-PARTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 54675		R/M MOORING FIELD					
	13,400.00	13,400.00	0.00	0.00	0.00	13,400.00	.0%
480 54700		PRINTING					
	1,175.00	1,175.00	449.16	449.16	0.00	725.84	38.2%
480 54800		PROMOTIONAL					
	8,464.00	8,464.00	0.00	0.00	0.00	8,464.00	.0%
480 54902		BAD DEBT EXPENSE					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
480 55100		OFFICE SUPPLIES					
	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	.0%
480 55200		OPERATING SUPPLIES					
	35,170.00	35,170.00	911.59	911.59	0.00	34,258.41	2.6%
480 55210		UNIFORMS					
	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	.0%
480 55220		JANITORIAL SUPPLIES					
	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

MARINA

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FOR 2018 01

	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 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	0.00	0.00	54,600.00	490,400.00	10.0%
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 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	-24,346.17	-24,346.17	54,600.00	-30,253.83	100.0%
	TOTAL REVENUES						
	-9,401,750.00	-9,401,750.00	-52,912.19	-52,912.19	0.00	-9,348,837.81	
	TOTAL EXPENSES						
	9,401,750.00	9,401,750.00	28,566.02	28,566.02	54,600.00	9,318,583.98	
	GRAND TOTAL						
	0.00	0.00	-24,346.17	-24,346.17	54,600.00	-30,253.83	100.0%

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

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
<u>510 33120</u>		FEMA GRANT					
	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%
<u>510 36110</u>		INTEREST					
	0.00		0.00	0.00	0.00	0.00	.0%
<u>510 36990</u>		OTHER REVENUE					
	-8,000.00	-8,000.00	-328.35	-328.35	0.00	-7,671.65	4.1%
<u>510 36992</u>		GAIN ON SALE OF ASSET					
	-75,000.00	-75,000.00	-3,901.23	-3,901.23	0.00	-71,098.77	5.2%
<u>510 36994</u>		LOANER VEHICLE REVENUE					
	-1,500.00	-1,500.00	-277.80	-277.80	0.00	-1,222.20	18.5%
<u>510 38040</u>		PARTS					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	0.00	0.00	0.00	-500.00	.0%
<u>510 38048</u>		HUMANE SOCIETY-LABOR					
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
<u>510 38049</u>		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-241.69	-241.69	0.00	-2,758.31	8.1%
<u>510 38053</u>		GAS/OIL					
	-333,750.00	-333,750.00	-27,364.77	-27,364.77	0.00	-306,385.23	8.2%
<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	-1,125.00	-1,125.00	0.00	-12,375.00	8.3%
<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 REVENUES					
	-443,550.00	-443,550.00	-33,238.84	-33,238.84	0.00	-410,311.16	
5101000 GENERAL FUND							
<u>5101000 38040</u>		PARTS					
	-261,750.00	-261,750.00	-21,062.86	-21,062.86	0.00	-240,687.14	8.0%

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

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FOR 2018 01

5101000 GENERAL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>5101000 38045</u>	LABOR						
	-143,250.00	-143,250.00	-12,000.01	-12,000.01	0.00	-131,249.99	8.4%
	TOTAL REVENUES						
	-405,000.00	-405,000.00	-33,062.87	-33,062.87	0.00	-371,937.13	
<u>5103900 CEMETERY</u>							
<u>5103900 38040</u>	PARTS						
	-2,000.00	-2,000.00	-292.83	-292.83	0.00	-1,707.17	14.6%
<u>5103900 38045</u>	LABOR						
	-1,500.00	-1,500.00	-227.50	-227.50	0.00	-1,272.50	15.2%
	TOTAL REVENUES						
	-3,500.00	-3,500.00	-520.33	-520.33	0.00	-2,979.67	
<u>5104100 GOLF COURSE</u>							
<u>5104100 38040</u>	PARTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>5104100 38045</u>	LABOR						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>5104200 AIRPORT</u>							
<u>5104200 38040</u>	PARTS						
	-3,500.00	-3,500.00	-37.08	-37.08	0.00	-3,462.92	1.1%
<u>5104200 38045</u>	LABOR						
	-3,500.00	-3,500.00	-55.00	-55.00	0.00	-3,445.00	1.6%
	TOTAL REVENUES						
	-7,000.00	-7,000.00	-92.08	-92.08	0.00	-6,907.92	
<u>5104400 SANITATION</u>							
<u>5104400 38040</u>	PARTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>5104400 38045</u>	LABOR						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>5104500 WASTEWATER</u>							
<u>5104500 38040</u>	PARTS						
	-40,000.00	-40,000.00	-4,333.12	-4,333.12	0.00	-35,666.88	10.8%

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

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FOR 2018 01

5104500 WASTEWATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104500 38045	LABOR						
	-20,000.00	-20,000.00	-1,523.75	-1,523.75	0.00	-18,476.25	7.6%
	TOTAL REVENUES						
	-60,000.00	-60,000.00	-5,856.87	-5,856.87	0.00	-54,143.13	
5104600 WATER							
5104600 38040	PARTS						
	-30,000.00	-30,000.00	-438.70	-438.70	0.00	-29,561.30	1.5%
5104600 38045	LABOR						
	-15,000.00	-15,000.00	-1,147.50	-1,147.50	0.00	-13,852.50	7.7%
	TOTAL REVENUES						
	-45,000.00	-45,000.00	-1,586.20	-1,586.20	0.00	-43,413.80	
5104700 STORMWATER							
5104700 38040	PARTS						
	-15,000.00	-15,000.00	0.00	0.00	0.00	-15,000.00	.0%
5104700 38045	LABOR						
	-12,000.00	-12,000.00	0.00	0.00	0.00	-12,000.00	.0%
	TOTAL REVENUES						
	-27,000.00	-27,000.00	0.00	0.00	0.00	-27,000.00	
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%
	GRAND TOTAL						
	-991,050.00	-991,050.00	-74,357.19	-74,357.19	0.00	-916,692.81	7.5%

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

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
510 51210	111,482.00	111,482.00	8,547.40	8,547.40	0.00	102,934.60	7.7%
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
510 51350	25,877.00	PART TIME SALARIES	2,209.07	2,209.07	0.00	23,667.93	8.5%
510 51400	6,000.00	OVERTIME	285.92	285.92	0.00	5,714.08	4.8%
510 52100	10,967.00	FICA	849.09	849.09	0.00	10,117.91	7.7%
510 52200	36,622.00	RETIREMENT	3,051.83	3,051.83	0.00	33,570.17	8.3%
510 52300	23,060.00	HEALTH INSUR	1,921.68	1,921.68	0.00	21,138.32	8.3%
510 52301	550.00	LIFE INSUR	47.51	47.51	0.00	502.49	8.6%
510 52400	3,428.00	WORKERS' COMP	285.67	285.67	0.00	3,142.33	8.3%
510 52500	0.00	UNEMPLOYMENT	0.00	0.00	0.00	0.00	.0%
510 53100	0.00	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	.0%
510 53200	2,265.00	AUDITING	188.75	188.75	0.00	2,076.25	8.3%
510 53400	22,275.00	CONTRACTUAL	12,426.66	12,426.66	1,728.00	8,120.34	63.5%
510 54000	2,250.00	TRAINING/TRAVEL	0.00	0.00	0.00	2,250.00	.0%
510 54100	288.00	COMM - PHONE/FAX/ALARM	0.00	0.00	0.00	288.00	.0%
510 54101	1,730.00	COMMUNICATIONS-CELLULAR	98.64	98.64	0.00	1,631.36	5.7%
510 54103	1,635.00	COMMUNICATIONS-INTERNET	0.00	0.00	0.00	1,635.00	.0%
510 54200	100.00	POSTAGE	0.00	0.00	0.00	100.00	.0%
510 54300	3,000.00	UTILITIES ELECTRIC	386.87	386.87	0.00	2,613.13	12.9%
510 54310	1,900.00	UTILITIES-WATER & WASTEWATER	164.46	164.46	0.00	1,735.54	8.7%

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

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54500		INSURANCE					
	20,541.00	20,541.00	1,711.75	1,711.75	0.00	18,829.25	8.3%
510 54610		R/M BLDG & GROUNDS					
	4,500.00	4,500.00	225.00	225.00	0.00	4,275.00	5.0%
510 54620		R/M EQUIPMENT					
	7,750.00	7,750.00	594.71	594.71	0.00	7,155.29	7.7%
510 54630		R/M VEHICLES-LABOR					
	2,000.00	2,000.00	35.00	35.00	0.00	1,965.00	1.8%
510 54640		R/M VEHICLES-PARTS					
	3,000.00	3,000.00	9.10	9.10	0.00	2,990.90	.3%
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	10,370.00	998.10	998.10	0.00	9,371.90	9.6%
510 55210		UNIFORMS					
	575.00	575.00	0.00	0.00	0.00	575.00	.0%
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	284.25	284.25	0.00	4,215.75	6.3%
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	0.00	0.00	0.00	60,000.00	.0%
510 56401		EQUIP-NON CAPITAL					
	5,700.00	5,700.00	0.00	0.00	0.00	5,700.00	.0%
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	25,529.67	25,529.67	0.00	264,470.33	8.8%
510 58700		VEHICLE PARTS/SRVS COSTS					
	305,000.00	305,000.00	12,237.32	12,237.32	0.00	292,762.68	4.0%
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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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 FLEET EXPENSES

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>510 59990</u>							
	RESERVE						
	0.00	7,185.00	0.00	0.00	0.00	7,185.00	.0%
	TOTAL EXPENSES						
	991,050.00	991,050.00	72,088.45	72,088.45	1,728.00	917,233.55	
	GRAND TOTAL						
	991,050.00	991,050.00	72,088.45	72,088.45	1,728.00	917,233.55	7.4%

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REVENUE <74357>
 NET<REV>EXPS <2269>

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
UTILITY BILLING REVENUE

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FOR 2018 01

	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	-3,540.00	-3,540.00	0.00	-28,460.00	11.1%
520 36110		INTEREST					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520 36990		OTHER REVENUE					
	0.00	0.00	0.00	0.00	0.00	0.00	.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	-3,540.00	-3,540.00	0.00	-78,710.00	4.3%
TOTAL REVENUES	-82,250.00	-82,250.00	-3,540.00	-3,540.00	0.00	-78,710.00	
<u>5204200 AIRPORT</u>							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,000.00	-7,000.00	-583.34	-583.34	0.00	-6,416.66	8.3%
TOTAL AIRPORT	-7,000.00	-7,000.00	-583.34	-583.34	0.00	-6,416.66	8.3%
TOTAL REVENUES	-7,000.00	-7,000.00	-583.34	-583.34	0.00	-6,416.66	
<u>5204400 SANITATION</u>							
5204400 38052		CHARGES FOR UB SERVICES					
	-88,000.00	-88,000.00	-7,333.34	-7,333.34	0.00	-80,666.66	8.3%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
UTILITY BILLING REVENUE

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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	-7,333.34	-7,333.34	0.00	-80,666.66	8.3%
TOTAL REVENUES	-88,000.00	-88,000.00	-7,333.34	-7,333.34	0.00	-80,666.66	
5204500 WASTE WATER							
5204500 38052	CHARGES	FOR UB SERVICES					
	-167,500.00	-167,500.00	-13,958.34	-13,958.34	0.00	-153,541.66	8.3%
TOTAL WASTE WATER	-167,500.00	-167,500.00	-13,958.34	-13,958.34	0.00	-153,541.66	8.3%
TOTAL REVENUES	-167,500.00	-167,500.00	-13,958.34	-13,958.34	0.00	-153,541.66	
5204600 WATER							
5204600 38052	CHARGES	FOR UB SERVICES					
	-167,500.00	-167,500.00	-13,958.34	-13,958.34	0.00	-153,541.66	8.3%
TOTAL WATER	-167,500.00	-167,500.00	-13,958.34	-13,958.34	0.00	-153,541.66	8.3%
TOTAL REVENUES	-167,500.00	-167,500.00	-13,958.34	-13,958.34	0.00	-153,541.66	
5204700 STORMWATER							
5204700 38052	CHARGES	FOR UB SERVICES					
	-33,500.00	-33,500.00	-2,791.67	-2,791.67	0.00	-30,708.33	8.3%
TOTAL STORMWATER	-33,500.00	-33,500.00	-2,791.67	-2,791.67	0.00	-30,708.33	8.3%
TOTAL REVENUES	-33,500.00	-33,500.00	-2,791.67	-2,791.67	0.00	-30,708.33	
GRAND TOTAL	-545,750.00	-545,750.00	-42,165.03	-42,165.03	0.00	-503,584.97	7.7%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
UTILITY BILLING EXPENSES

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FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	208,090.00	208,090.00	17,454.47	17,454.47	0.00	190,635.53	8.4%
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	0.00	0.00	0.00	0.00	.0%
520 51400		OVERTIME					
	3,000.00	3,000.00	79.81	79.81	0.00	2,920.19	2.7%
520 52100		FICA					
	16,148.00	16,148.00	1,320.94	1,320.94	0.00	14,827.06	8.2%
520 52200		RETIREMENT					
	68,710.00	68,710.00	5,725.83	5,725.83	0.00	62,984.17	8.3%
520 52300		HEALTH INSUR					
	36,960.00	36,960.00	3,079.80	3,079.80	0.00	33,880.20	8.3%
520 52301		LIFE INSUR					
	1,084.00	1,084.00	89.44	89.44	0.00	994.56	8.3%
520 52400		WORKERS' COMP					
	356.00	356.00	29.67	29.67	0.00	326.33	8.3%
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	15,985.98	15,985.98	0.00	9,723.02	62.2%
520 54000		TRAINING/TRAVEL					
	3,290.00	3,290.00	58.31	58.31	0.00	3,231.69	1.8%
520 54100		COMM - PHONE/FAX/ALARM					
	882.00	882.00	0.00	0.00	0.00	882.00	.0%
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	0.00	0.00	0.00	1,635.00	.0%
520 54200		POSTAGE					
	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
520 54300		UTILITIES ELECTRIC					
	3,500.00	3,500.00	252.03	252.03	0.00	3,247.97	7.2%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,000.00	1,000.00	63.74	63.74	0.00	936.26	6.4%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 UTILITY BILLING EXPENSES

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FOR 2018 01

	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	0.00	0.00	0.00	1,000.00	.0%
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	0.00	0.00	0.00	5,800.00	.0%
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	121.41	121.41	0.00	3,078.59	3.8%
520 55200		OPERATING SUPPLIES					
	49,410.00	49,410.00	3,880.15	3,880.15	0.00	45,529.85	7.9%
520 55210		UNIFORMS					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 55220		JANITORIAL SUPPLIES					
	400.00	400.00	80.75	80.75	0.00	319.25	20.2%
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	0.00	0.00	8,850.00	66,150.00	11.8%
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%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT
 UTILITY BILLING EXPENSES

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FOR 2018 01

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	0.0%
TOTAL UTILITY BILLING						
545,750.00	545,750.00	48,222.33	48,222.33	8,850.00	488,677.67	10.5%
TOTAL EXPENSES						
545,750.00	545,750.00	48,222.33	48,222.33	8,850.00	488,677.67	
GRAND TOTAL						
545,750.00	545,750.00	48,222.33	48,222.33	8,850.00	488,677.67	10.5%

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REVENUE < 42,165 >
 Net < REV > Exps 6,057

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
UTILITIES ADMINISTRATION REVENUE

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FOR 2018 01

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
<u>530 UTILITY ADMIN</u>						
<u>530 33120</u>	FEMA GRANT					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>530 36110</u>	INTEREST					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>530 36990</u>	OTHER REVENUE					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>530 38910</u>	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	0.00	0.00	0.00	-65,800.00	.0%
TOTAL REVENUES						
-65,800.00	-65,800.00	0.00	0.00	0.00	-65,800.00	
<u>5304500 WASTE WATER</u>						
<u>5304500 38054</u>	CHARGES FOR UTIL ADM					
-165,993.00	-165,993.00	-10,833.33	-10,833.33	0.00	-155,159.67	6.5%
TOTAL WASTE WATER						
-165,993.00	-165,993.00	-10,833.33	-10,833.33	0.00	-155,159.67	6.5%
TOTAL REVENUES						
-165,993.00	-165,993.00	-10,833.33	-10,833.33	0.00	-155,159.67	
<u>5304600 WATER</u>						
<u>5304600 38054</u>	CHARGES FOR UTIL ADM					
-165,993.00	-165,993.00	-10,833.33	-10,833.33	0.00	-155,159.67	6.5%
TOTAL WATER						
-165,993.00	-165,993.00	-10,833.33	-10,833.33	0.00	-155,159.67	6.5%
TOTAL REVENUES						
-165,993.00	-165,993.00	-10,833.33	-10,833.33	0.00	-155,159.67	
<u>5304700 STORMWATER</u>						
<u>5304700 38054</u>	CHARGES FOR UTIL ADM					
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
 UTILITIES ADMINISTRATION REVENUE

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glytdbud

FOR 2018 01

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	-21,666.66	-21,666.66	0.00	-376,119.34	5.4%

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

11/14/2017 16:35
 brathmell

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
UTILITIES ADMINISTRATION EXPENSES
P 1
glytdbud

FOR 2018 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
<u>530 51200</u>		SALARIES					
	205,134.00	205,134.00	15,919.96	15,919.96	0.00	189,214.04	7.8%
<u>530 51210</u>		WC REIMB					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>530 51350</u>		PART-TIME					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>530 51400</u>		OVERTIME					
	1,000.00	1,000.00	3.77	3.77	0.00	996.23	.4%
<u>530 52100</u>		FICA					
	15,769.00	15,769.00	1,134.19	1,134.19	0.00	14,634.81	7.2%
<u>530 52200</u>		RETIREMENT					
	65,921.00	65,921.00	5,493.42	5,493.42	0.00	60,427.58	8.3%
<u>530 52300</u>		HEALTH INSUR					
	38,553.00	38,553.00	3,206.17	3,206.17	0.00	35,346.83	8.3%
<u>530 52301</u>		LIFE INSUR					
	1,041.00	1,041.00	83.42	83.42	0.00	957.58	8.0%
<u>530 52400</u>		WORKERS' COMP					
	5,085.00	5,085.00	423.75	423.75	0.00	4,661.25	8.3%
<u>530 52500</u>		UNEMPLOYMENT					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>530 53100</u>		PROFESSIONAL SERVICES					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>530 53200</u>		AUDITING					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
<u>530 53400</u>		CONTRACTUAL					
	9,205.00	9,205.00	432.00	432.00	0.00	8,773.00	4.7%
<u>530 54000</u>		TRAINING/TRAVEL					
	5,250.00	5,250.00	300.00	300.00	0.00	4,950.00	5.7%
<u>530 54100</u>		COMM - PHONE/FAX/ALARM					
	564.00	564.00	0.00	0.00	0.00	564.00	.0%
<u>530 54101</u>		COMMUNICATIONS-CELLULAR					
	1,640.00	1,640.00	66.44	66.44	0.00	1,573.56	4.1%
<u>530 54103</u>		COMMUNICATIONS-INTERNET					
	1,662.00	1,662.00	2.19	2.19	0.00	1,659.81	.1%
<u>530 54200</u>		POSTAGE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
<u>530 54300</u>		UTILITIES ELECTRIC					
	3,000.00	3,000.00	252.03	252.03	0.00	2,747.97	8.4%
<u>530 54310</u>		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	63.75	63.75	0.00	736.25	8.0%

11/14/2017 16:35
 brathmell

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
UTILITIES ADMINISTRATION EXPENSES
P 2
glytdbud

FOR 2018 01

	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	0.00	0.00	0.00	2,500.00	.0%
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	0.00	0.00	0.00	4,000.00	.0%
530 55200		OPERATING SUPPLIES					
	7,430.00	7,430.00	26.40	26.40	0.00	7,403.60	.4%
530 55210		UNIFORMS					
	800.00	800.00	0.00	0.00	0.00	800.00	.0%
530 55220		JANITORIAL SUPPLIES					
	6,000.00	6,000.00	80.75	80.75	0.00	5,919.25	1.3%
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	0.00	0.00	0.00	3,000.00	.0%
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	0.00	0.00	0.00	10,000.00	.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	27,488.24	27,488.24	0.00	370,297.76	6.9%
TOTAL EXPENSES							
	397,786.00	397,786.00	27,488.24	27,488.24	0.00	370,297.76	
GRAND TOTAL							
	397,786.00	397,786.00	27,488.24	27,488.24	0.00	370,297.76	6.9%

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

 REVENUE <21,667>
 NET<REV>EXP 5,821

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-185
Voluntary Annexation Agreement - 770 Wren Drive

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-185

SYNOPSIS: David and Lauren Williams, the property owners of 770 Wren Drive, has submitted an application for water services outside the municipal limits. In accordance with Municipal Code Sections 82-44 and 82-403, this application is also accompanied by a petition for voluntary annexation. The application applies to a 0.28 acre parcel located at 770 Wren Drive (Parcel ID# 00-00-30-042D-000I-0030). This is a residential property and is not currently contiguous to the municipal limits.

Action on this application will not immediately annex the subject property but will authorize the extension of water utilities to serve the property. Because this approval includes acceptance of a voluntary annexation petition, the property may be annexed as soon as it becomes contiguous to municipal limits.

FISCAL IMPACT: 25% surcharge on utilities services based on monthly usage to be paid to the City Utilities Department until such time that the property is annexed into the municipal limits.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-185.

Marshall McCrary, Community Development Director	11/03/2017
Dale Martin, City Manager	11/08/2017
Patti Clifford, Comptroller	11/09/2017
Tammi E. Bach, City Attorney	11/13/2017

	Date: October 27, 2017
Submitted By: Kelly Gibson, Senior Planner	

COMMISSION ACTION: Adopt

RESOLUTION 2017-185

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.30 ACRES OF LAND LOCATED AT 770 WREN DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, David and Lauren Williams, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.30 acres located at 770 Wren Drive (Parcel ID Number: 00-00-30-042D-000I-0030); and

WHEREAS, staff has determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water services to the subject property.

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

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at 770 Wren Drive and noted as parcel 00-00-30-042D-000I-0030, and approves the Voluntary Annexation Petition, attached hereto as "Exhibit 1".

SECTION 2. The City Commission authorizes the City Manager and the City Clerk to execute said petition on behalf of the City of Fernandina Beach.

SECTION 3. The City Clerk is hereby directed to record the petition in the public records of Nassau County, Florida, as required by Ordinance No. 2001-01.

SECTION 4. This Resolution shall be effective immediately upon passage.

ADOPTED this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

ROBIN C. LENTZ
Commissioner – Mayor

ATTEST:

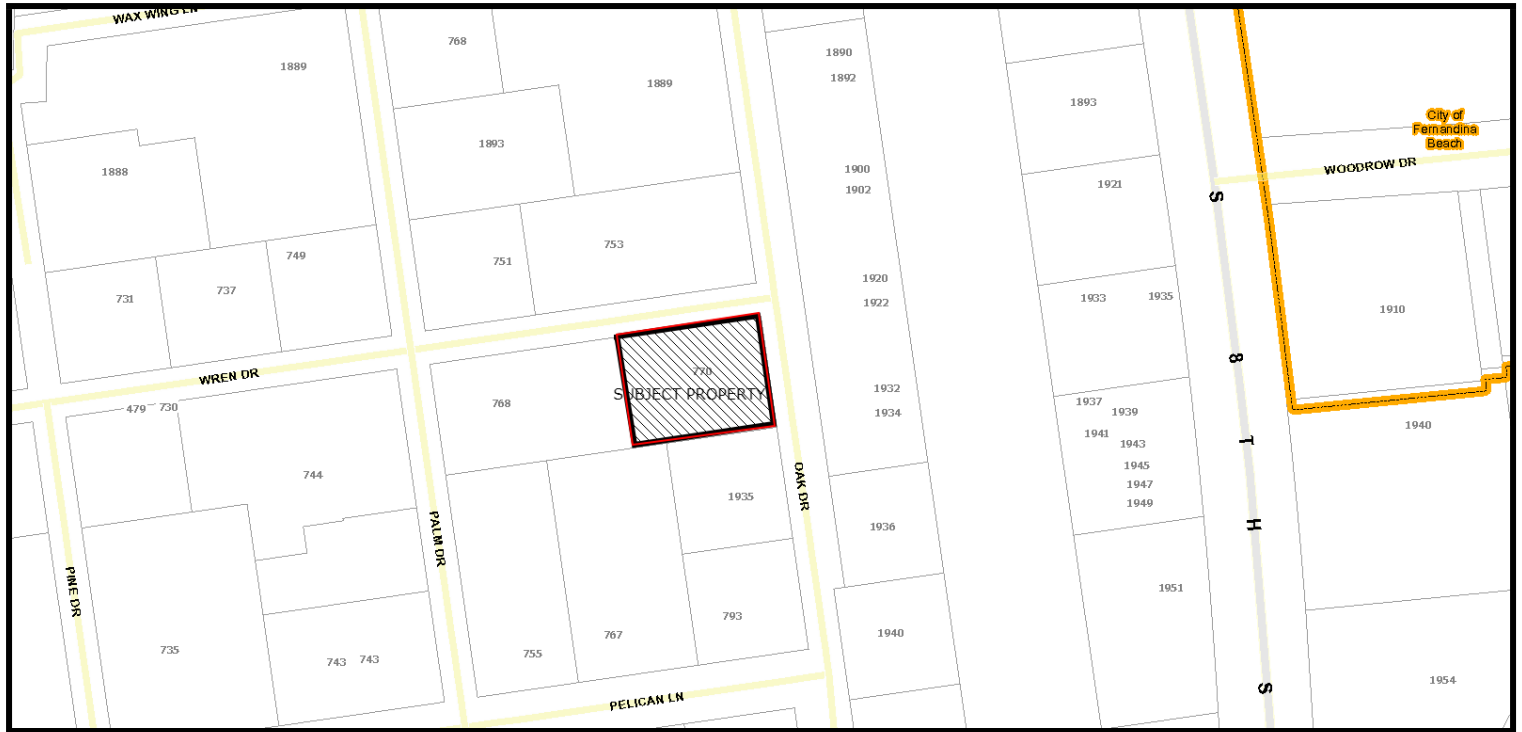
APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 00-00-30-042D-000I-0030 LOCATED AT 770 WREN DRIVE
TOTALING APPROXIMATELY 0.30 ACRES OF LAND



OFFICE USE ONLY

REC'D: 10/20/17 BY: HB
PAYMENT: \$ 300.- TYPE: c. card
APPLICATION #: 2017-0001587
CASE #: _____
CC MEETING DATE: _____



WATER/SEWER & VOLUNTARY ANNEXATION
APPLICATION

APPLICANT INFORMATION

Owner Name: DAVID & LAUREN WILLIAMS
Mailing Address: 1477 HOLT DR. FERNANDINA BEACH, FL 32034
Telephone: 904-548-7035 Fax: _____
Email: PRP867@YAHOO.COM

Agent Name: ALLEN ELDRIDGE (KARLEN CUSTOM HOMES)
Mailing Address: 2959 TIDEWATER ST. FERNANDINA BEACH, FL 32034
Telephone: 904-557-4208 Fax: _____
Email: HALLENELDRIDGE@GMAIL.COM

PROPERTY INFORMATION

Street Address: 770 WREN DR. FERNANDINA BEACH, FL 32034
Parcel Identification Number(s): 00-00-30-042D-000I-0030

PROJECT INFORMATION

Total Number of Lots/Parcels: 1
Less than One (1) acre Sq. Footage: 13,000 sq/ft One (1) Acre or Greater: _____
Existing Zoning Classification: RS-2
Existing Future Land Use Classification: RS-2

Description of Request: NEW HOME BEING BUILT. REQUESTING TO TIE-IN AND
HAVE ACCESS TO CITY OF FERNANDINA BEACH, FL WATER.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

9/5/17

Date

Luren Williams

Signature of Applicant

STATE OF FLORIDA

COUNTY OF NASSAU

}
ss

Subscribed and sworn to before me this 5th day of September, 2017.

Sarah J. Holybee

Notary Public: Signature

Sarah J. Holybee

Printed Name

3-6-18

My Commission Expires

Personally Known ☒ OR Produced Identification ☐ ID Produced: ☐

SARAH J. HOLYBEE
Notary Public, State of Florida
My Comm. Expires March 6, 2018
Commission No. FF 99333



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I/WE DAVID & LAUREN WILLIAMS
(print name of property owner(s))

hereby authorize: ALLEN ELDRIDGE (KARLEN CUSTOM HOMES)
(print name of agent)

to represent me/us in processing an application for: WATER ANNEXATION
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

David Williams
(Signature of owner)

Lauren Williams
(Signature of owner)

DAVID WILLIAMS
(Print name of owner)

Lauren Williams
(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 5th day of September, 2017.

Sarah J. Holybee
Notary Public: Signature

Sarah J. Holybee
Printed Name

6-3-18
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

SARAH J. HOLYBEE
Notary Public, State of Florida
My Comm. Expires March 6, 2018
Commission No. FF 99333

**CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION**

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this ____ day of _____, 2017 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and DAVID & LAUREN WILLIAMS (hereinafter collectively referred to as the "Applicants").

WHEREAS, this Annexation Agreement/ Petition for Annexation (hereinafter referred to as "Agreement") shall be considered entered into upon execution, where the actual annexation of land shall occur once the subject property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such annexation, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission and the Applicants, as contained in this Agreement; and

WHEREAS, the Applicants collectively, are the owners of record of the parcel of land known and described as follows, comprising the property which is the subject of this Agreement (the "Property"):

PARCEL ID#: 00-00-30-0420-0001-0030

GENERALLY DESCRIBED AS: FUTURE WILLIAMS HOMESITE

ADDRESSED AS: 770 WREN DR. FERNANDINA BEACH, FL 32034

See Attached Exhibit "A"

WHEREAS, the covenants and acknowledgments contained herein have been made in consideration of annexation into the City of Fernandina Beach of the above described Property; and

WHEREAS, it is the desire of the City to provide for appropriate use of the Property; and

WHEREAS, the Applicants are willing to have the Property annexed to the City and the City desires and believes that it would be in the best interest of the City to annex the Property, which is located outside the corporate limits of the City in Nassau County, Florida, at such time as the Property become contiguous; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and acknowledgments stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Effective Date:** This Agreement shall become effective upon execution.
2. **Execution:** The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.
3. **Binding Effect:** The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.
4. **Water and/or Sanitary Sewer:** -The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

5. Land Use and Zoning: Upon Annexation of the Property, and until the adoption by the City Commission of the City's Comprehensive Plan and zoning district for the Property, the Comprehensive Plan (including future land use) and zoning ordinances and regulations shall remain in full force and effect for the Property, and shall be enforced by the City. The City shall adopt the future land use designation and zoning district for the Property that most closely approximate to the current Nassau County future land use designation and zoning district for the Property regarding allowable uses and development standards.

6. Governing Law: The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

7. Entire Agreement: The parties hereto acknowledge that this Agreement constitutes the sole agreement between the parties; that all prior proposals and agreements, whether oral or written, are hereby superseded; and that this Agreement may not be changed, altered or modified except in writing and signed by the parties hereto. The parties hereto further acknowledge that, in entering into this Agreement, each party has not been induced by, has not relied upon, and has not included as part of the basis of the bargain herein, any representation or statement, whether expressed or implied, made by any agent, representative or employee, which representation or statement is not approved by the other at any public hearing or work session of the City Commission or otherwise made as part of the official public record in the proceedings related to this Agreement. This Agreement binds the Applicants' Property to being annexed into the City once the Property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such agreement, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission.

8. Default: In the event either of the parties default in the performance of the obligations set forth in this Agreement, then the other may, upon notice to defaulting party, allow the defaulting party sixty (60) days to cure the default or provide evidence to the non-defaulting party that such default will be cured in a timely manner if it cannot be cured during said period. If the defaulting party fails to cure such default or provide such evidence as provided above, then, with notice to defaulting party, the other party may begin proceedings to require specific performance of this Agreement or bring suit for damages for breach of the Agreement. The prevailing party shall be entitled to a reasonable attorney's fee for having brought such action.

8. Recording: This Agreement shall run with the land and a copy of this Agreement for Annexation shall be filed and recorded by the City Clerk's Office with the Nassau County Clerk of Circuit Court.

IN WITNESS WHEREOF, the City and Applicant(s) have caused this instrument to be executed by their respective proper parties duly authorized to execute the same on the day and the year first above written.

CITY OF FERNANDINA BEACH

ATTEST:

DALE L. MARTIN
City Manager

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

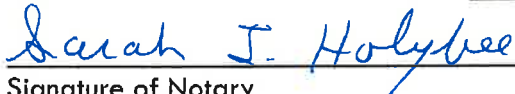
APPLICANT(S)

By: DAVID WILLIAMS
Applicant

By: LAWREN WILLIAMS
Applicant

STATE OF FLORIDA
COUNTY OF NASSAU

Sworn and subscribed before me this 5th day of September, 2017.



Signature of Notary

My Commission Expires: 6-3-18

Type of Identification Produced Known to me

SARAH J. HOLYBEE
Notary Public, State of Florida
My Comm. Expires March 6, 2018
Commission No. FF 98333

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-186
Proposal Approval - Insituform Technologies, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-186

SYNOPSIS: The City of Daytona Beach awarded a contract to Insituform Technologies, LLC for similar work including the relining of the lines that is in effect until July 7, 2018. The contract with Insituform Technologies, LLC and the City of Daytona Beach is available to the City of Fernandina Beach as cooperative purchasing, also known as "piggybacking".

FISCAL IMPACT: Funds are budgeted, approved and available in the Wastewater Improvements Account #450-56300 (Project #18007) in FY 2017/2018.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-186.

John Mandrick, Utilities Director	11/14/2017
Dale Martin, City Manager	11/14/2017
Patti Clifford, Comptroller	11/14/2017
Tammi E. Bach, City Attorney	11/14/2017

Date: October 30, 2017

Submitted By: Alice Gizzo, Administrative Specialist

COMMISSION ACTION: Adopt

RESOLUTION 2017-186

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM INSITUFORM TECHNOLOGIES, LLC IN AN AMOUNT NOT TO EXCEED \$150,000 FOR THE REHABILITATION OF SEWER LINES BY WAY OF A PIGGYBACK PURCHASE TO THE CONTRACT WITH THE CITY OF DAYTONA BEACH, FL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the sewer lines in the Ocean Avenue area of the City of Fernandina Beach have deteriorated and are in need of being relined with a "Cured-in-Place-Pipe" (CIPP) which is offered by Insituform Technologies, LLC; and

WHEREAS, "CIPP Term Services Contract" 0113-1010 between Insituform Technologies, LLC and the City of Daytona Beach, FL, to perform similar work was executed upon receipt of Request for Proposals; and

WHEREAS, Insituform Technologies, LLC has extended its pricing (including all terms and conditions of the contract with the City of Daytona Beach) to the City of Fernandina Beach in order to expedite the work; and

WHEREAS, funds are budgeted, approved, and available in the Wastewater Improvements Account #450-56300 (Project #18007) in FY 2017/2018.

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 proposal from Insituform Technologies, LLC, attached hereto as Exhibit "A", to perform sanitary sewer line rehab services in an amount not to exceed \$150,000 as a piggyback to the agreement with the City of Daytona Beach, attached hereto as Exhibit "B".

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

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

ADOPTED this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

Resolution 2017-186
Exhibit "A"

Insituform Technologies, LLC is a subsidiary of Aegion Corporation



6972 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

10-24-17

ACES# AAJA-XBMAAU

John Mandrick
City of Fernandina Beach
1180 S. 5th Street
Fernandina Beach, FL 32034
jmandrick@fbfl.org

Re: Ocean Ave Project

John,
Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to The City of Fernandina Beach, Florida, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
1	CIPP 8x6 mm	LF	4,600	\$23.80	\$109,480.00
2	Light Clean and TV	LF	4,600	\$1.40	\$6,440.00
3	Bypass Pumping 8"	LF	4,600	\$1.00	\$4,600.00
4	Standard Service Reconnection	EA	39	\$175.00	\$6,825.00
5	Traffic Control City Right of Way Flagman	Set Up	3	\$300.00	\$900.00
6	Traffic Control City Right of Way Barricades	LF	8	\$250.00	\$2,000.00
7	Mobilization	LS	1	\$1,500.00	\$1,500.00
8	Service grout	EA	39	\$250.00	9,750.00
					\$141,495.00

****This proposal does not include a performance bond****

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.

9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this Proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. Specific service connections will be reconnected only when written directions are received from the Customer. The Customer will indemnify and hold ITLLC harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Customer will externally reconnect the service at no cost to ITLLC.
4. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
5. PAYMENT: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site.
6. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
7. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as

required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.

8. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing.
9. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
10. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
11. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use or (iv) is required to be disclosed by Florida law within 5 days prior notice to ITLLC.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

RESOLUTION NO. 13-168

A RESOLUTION APPROVING A CONTRACT WITH INSITUFORM TECHNOLOGIES, INC., FOR CONTINUING CURED-IN-PLACE PIPE (CIPP) REHABILITATION SERVICES FOR A TERM OF ONE YEAR WITH FOUR ONE-YEAR RENEWAL OPTIONS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH INSITUFORM TECHNOLOGIES, INC.; AUTHORIZING THE EXPENDITURE OF AN AMOUNT UP TO \$374,000 FOR WORK UNDER THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXERCISE THE RENEWAL OPTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued a Request for Proposals for Continuing Cured-In-Place Pipe (CIPP) Rehabilitation Service; and

WHEREAS, the City Manager or his designee has reviewed proposals submitted for the services; and

WHEREAS, the Interim Utilities Director recommends acceptance of the proposal submitted by Insituform Technologies, Inc.; and

WHEREAS, the Chief Financial Officer has submitted a Sufficiency of Funds Certificate.

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

SECTION 1. The proposal submitted by Insituform Technologies, Inc., for Continuing Cured-In-Place Pipe (CIPP) Rehabilitation Services for a term of one year with four one-year options to renew is hereby accepted.

CIPP TERM SERVICES CONTRACT 0113-1010

The Parties to this Term Services Contract (hereinafter, this "Contract") are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Insituform Technologies, LLC, a foreign limited liability company authorized to do business in the State of Florida ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows, effective upon the first date on which both Parties have signed as referenced below (the "Effective Date"):

Section 1 Scope of Services. CONTRACTOR will provide Cured-in-Place Pipe Rehabilitation services as further described in the Scope of Work, attached hereto and incorporated herein as Exhibit A, to the CITY from time to time at the direction of the CITY during the Term of this Contract.

Unless approved in advance by a change order properly issued in accordance with applicable CITY ordinances and policies, CONTRACTOR shall not be compensated for the performance of any services not described in Exhibit A.

Performance by the CONTRACTOR is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Where no explicit quality or standards for materials or workmanship are established for the Work, the Work is to be of good quality for the intended use and consistent with the quality of surrounding Work which conforms to the requirements of the Contract Documents and to the standards for construction of the Project generally.

Section 2. Term; Renewal. The Term of this Contract is one year, commencing on the Effective Date. Any purchase order entered into prior to the expiration of the Term will remain valid. The Parties may by mutual agreement extend the Contract for up to four Terms of one year each.

Section 3. Work Authorizations. This Contract, in and of itself, does not require the CONTRACTOR to perform any Work or provide payment for Work performed by the CONTRACTOR. No Work will be performed under this Contract, and no payment obligation will arise for performance of such Work, except when specifically authorized by a work authorization issued by the CITY in accordance with this Contract and the CITY's procurement policies.

For purposes herein, a work authorization is an agreed-upon document describing the specific Project to be performed, the estimated Project Sum, Project Time, and any additional terms and conditions that the CITY may provide, such as whether the City will require retainage from progress payments, consistent with the terms and conditions of this Contract. A work authorization may be in the form of a mutually executed contract document, or may consist of a CITY-issued purchase order that accepts and incorporates by reference CONTRACTOR's dated, signed written quotation.

Section 4. Compensation. Subject to the terms herein, the not to exceed Project Sum will be set forth in each work authorization, and will be based on the Unit Price Schedule, attached hereto and incorporated herein as Exhibit B. In each instance the Project Sum represents the CONTRACTOR's sole compensation from the CITY for performance of the Work described in the work authorization. The CITY has the right to require retainage of the Project Sum.

Exhibit B includes a procedure and criteria for adjusting the Unit Prices described therein.

Section 5. Payment and Performance Bonds. The CONTRACTOR will provide payment and performance bonds for any specific work authorization, the cost of which equals or exceeds \$100,000. In each instance, these bonds will equal 100% of the cost of the work referenced in the work authorization.

The surety company executing the bonds must be authorized to do business in the State of Florida, and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount. The form of the bond must be approved by the CITY and must be accompanied by sufficient evidence of the authority of the issuing agent. The bonds must otherwise comply with the requirements of F.S. § 255.05.

In lieu of the required bonds, the CONTRACTOR may provide an alternative form of security as specified in F.S. § 255.05(7) upon the CITY's approval.

Any bonds used to comply with this Section must be in the form provided by the CITY; and prior to commencing construction pursuant to a specific work authorization the successful bidder must have the bonds fully executed and recorded and provide the CITY certified copies must of the recorded documents.

Section 6. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, and agents, including subcontractors, suppliers, and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

The CONTRACTOR indemnifies the CITY against any claim of supplier's or subcontractor's lien (in cases where such payment is not already guaranteed by payment bond). If any claim or lien remains unsatisfied after all payments are made, the CONTRACTOR must refund to the CITY all monies that the latter may be compelled to pay in discharging such a lien.

Section 7. Insurance.

(a) **Required Insurance.** The CONTRACTOR shall purchase and maintain, at its own expense, the following types and amounts of insurance, primary and non-contributory with the CITY's own insurance, in form and companies satisfactory to the CITY:

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including **(i) Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and **(ii) Automobile Liability Insurance**, which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer shall waive its rights of subrogation, if any, against the CITY on each of the foregoing types of required insurance coverage.

(b) Subcontractors' Insurance. Each of CONTRACTOR's subcontractors will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR above.

(c) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and will contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451"

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(d) Cancellation and Replacement. The CONTRACTOR shall file replacement certificates 30 days prior to expiration or termination of any required insurance occurring prior to the acceptance of the work by the CITY. If such insurance terminates without CONTRACTOR's prior knowledge, CONTRACTOR shall notify the CITY Immediately upon becoming aware of such termination. CONTRACTOR shall send written notice to the Risk Manager at the address above.

The CITY reserves the right to suspend CONTRACTOR's work until such insurance has been replaced, or to obtain replacement insurance at CONTRACTOR's sole cost.

(e) Termination of Insurance. The CONTRACTOR will not cancel required insurance until all work is completed and accepted by the CITY, and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Manager will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(f) Risk Manager. All references herein to the "Risk Manager" shall mean the Risk Manager for the CITY or the Risk Manager's designee.

(g) Liabilities not limited. The liabilities of the CONTRACTOR under this Contract will not be reduced or otherwise limited by the types or limits in insurance required herein, by the existence of such insurance, or by any expiration or termination of required insurance.

Section 8. Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

Shannon Ponitz, PE
Utilities Engineering Manager
125 Basin Street, Suite 130
Daytona Beach, FL 32114-5090

To CONTRACTOR:

Diane Partridge
Contracting & Attesting Officer
17999 Edison Avenue
Chesterfield, MO 63005

Either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 9. Contract Documents. This Contract incorporates the following Exhibits, in addition to each work authorization (hereinafter collectively, the "Contract" or "Contract Documents"):

- Exhibit A - Scope of Work
- Exhibit B - Unit Price Schedule
- Exhibit C - General Conditions
- Exhibit D - CITY's RFP and CONTRACTOR's proposal

Exhibits A through C are attached; Exhibit D is not attached but will remain on file in the Office of the City Clerk for the City.

In case of conflicts between this Contract and any of the Exhibits, this Contract will govern, In case of conflict among the Exhibits, they will have the priority in which they are listed above.

The Contract Documents are intended to include all information necessary for CONTRACTOR's proper prosecution and timely completion of the Work for each Project authorized. CONTRACTOR will prosecute the Work as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one will be as binding as if required by all.

Section 10. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment will be permitted without the CITY's written approval. No subcontracting of the CIIP lining will be permitted without the CITY's written approval. As a condition of granting approval in either instance, the CITY reserves the right, to impose PROGRESS PAYMENT AND retainage requirements on all payments that may come due after the date of approval. In such instance, retainage will be governed by the General Conditions.

(c) Limitation on Waivers. Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(d) Truth in Negotiations Certificate. CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONTRACTOR'S services under this Contract.

(f) Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company,

corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. In case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. In the event that fire, riots or civil commotion, acts of government or government immobility (whether federal, state or local) war, acts of God or contingencies beyond the reasonable control of a Party (hereinafter, "force majeure event") interfere with or prevent the fulfillment by such Party of its obligations hereunder, such obligations will be suspended until such time as such contingency or contingencies have terminated. Each Party will promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind CONTRACTOR. The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

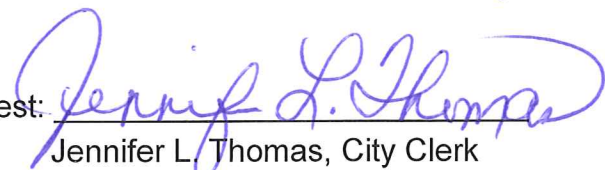
THE CITY

CONTRACTOR

By: 
Derrick L. Henry, Mayor

By: 

Printed Name: Diane Partridge

Attest: 
Jennifer L. Thomas, City Clerk

Title: Contracting and Attesting Officer

Date: June 12, 2013

Date: July 17, 2013

Approved as to legal form:

By: 
Marie Hartman, City Attorney

INSITUFORM TECHNOLOGIES, LLC

Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

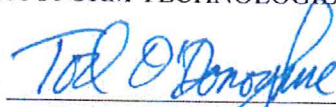
Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 22nd day of February, 2013.

INSITUFORM TECHNOLOGIES, LLC

By: _____



Tod O'Donoghue
Assistant Secretary

EXHIBIT A: Scope of Services

I. General

The Scope of Work is professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis.

II. Summary of Work

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains and oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with American Society for Testing and Materials (ASTM) standard F 1216-09 and all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional experienced advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main and sanitary sewer main cleaning
- Stormwater main and sanitary sewer main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

III. Product Performance

Standard lining products are intended to have a 50-year design life and in order to minimize CITY's risk, only proven products with substantial successful long-term track records will be approved. Proposed products must meet or exceed ALL of the following criteria to be deemed commercially viable and acceptable to the CITY.

For a product to be considered commercially proven, a minimum of 1,000,000 linear feet of successful sanitary sewer system installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability. In addition, at least 300,000 linear feet of 8" through 18" and 300,000 linear feet larger than 18" of the product shall have been in successful sanitary sewer service within the State of Florida for a minimum of five (5) years. Also, a minimum of 900,000 linear feet of successful stormwater main

system installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability and at least 300,000 linear feet (15" or larger) of the product shall have been in successful stormwater service within the State of Florida for a minimum of five (5) years.

CONTRACTOR shall provide a reference list with the proposal to document this requirement. Reference list shall include name/address of company/municipality within the State of Florida; contact name; telephone number; and date of installation. If the CONTRACTOR has installed the product for the CITY, the CONTRACTOR must include the CITY as a reference. References for product use in coastal communities are preferred.

IV. Equipment/Vehicles

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

V. Materials

- A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.
- B. The CITY requires that the CONTRACTOR use potable water from the CITY for the project. A construction hydrant water meter must be obtained and all appropriate fees paid prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

VI. CONTRACTOR Responsibilities

- A. Backflow Prevention: The CITY requires that an approved backflow prevention device be properly installed in-line to the fresh water fill line of all jetting and/or vacuum equipment
- B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required. Staff should include: Project Representative, Project Manager, Field Supervisor and Senior Foreman. Staff shall be proficient and experienced in all phases of services mentioned.
- C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and diameters and incorporate those findings in their initial cost and work proposal.
- D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. No personal

vehicles are to be parked at the job site.

- E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service offices in the State of Florida for the provision these services. The CONTRACTOR shall be certified in confined space entry and traffic control per OSHA requirements.
- F. Cleaning of Stormwater Main and Sewer Lines: The CONTRACTOR shall remove and properly dispose of all debris from the inside of stormwater main and/or sewer lines and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.
- G. Bypassing Stormwater and Sewage: The CONTRACTOR shall provide for the flow of stormwater and sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping. The cost for traffic control will be included in the overall cost of the project.
- H. TV & Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline and it shall be noted so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. A video and suitable log shall be kept for later reference by the CITY. Post-construction inspection and video DVD and log shall be performed by the CONTRACTOR and submitted to the CITY. All video inspection shall be witnessed by a CITY representative as it is being performed.
- I. Manhole/Liner Interface: It shall be the responsibility of the CONTRACTOR to make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point.
- J. Service Reconnection: Service reconnection refers to the reinstatement of the house service connection at the sewer main after the installation of trenchless pipe reconnection system. This will be accomplished from within the sewer main via a remote controlled cutting device.
- K. Service with Pressure Grouting: Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The CONTRACTOR shall provide trenchless reconstruction of service laterals and main line sewers. The CONTRACTOR shall have the capability of performing services which include televised inspection, data collection, system flow analysis, and pipeline reconstruction.
- L. Safety and Worksite Control: The CONTRACTOR shall provide services that include

safety measures for both their workers and the public. The CONTRACTOR shall be completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. All precautions shall be taken by the selected CONTRACTOR to protect the workers, public and CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater and sewer systems.

- M. Waste Materials: The CONTRACTOR shall be responsible for the disposal of all waste materials and shall transport waste materials to the nearest CITY Wastewater Treatment Plant for processing. CITY shall approve all waste material disposal schedules. The selected CONTRACTOR shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the CONTRACTOR's equipment.

The CONTRACTOR shall be responsible for conforming to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments. The CONTRACTOR shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.

- N. Curing Water: The CONTRACTOR shall be responsible for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.
- O. Backflow Prevention / TV Inspection Report: The CONTRACTOR shall prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTRACTOR and finalize the scope of work.
- P. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CITY will be advised of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

VII. CONTRACTOR / Sub-contractor Employee Conduct and Appearance

A. Conduct:

1. CONTRACTOR and sub-contractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
2. All on-site employees shall have current confined space entry certification.
3. Any CONTRACTOR or sub-contractor employee reporting to a work site under the influence and/or smelling of alcohol will not be allowed to stay at the work site. CONTRACTOR shall be responsible for immediate replacement of the employee in a timely manner and at no cost to the CITY.
4. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to provide trained supervision at the work site to ensure work is performed in a safe manner.
5. Any damage resulting from the negligence of CONTRACTOR or sub-contractor employee(s) to CITY property or equipment shall be corrected by the

CONTRACTOR in a timely manner, to the CITY's satisfaction and at the CONTRACTOR's sole expense.

B. Appearance:

1. CONTRACTOR and sub-contractor employees assigned to work under this contract will have an appearance that is neat and clean.
2. CONTRACTOR and sub-contractor employees shall, at minimum, wear a work shirt identifying their company name.
3. Licenses/Permits: It shall be the responsibility of the CONTRACTOR to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as communications companies, electric utilities, gas utilities and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

VIII. Scope of Work General Stormwater and Sanitary Sewer Main Lining

Oval stormwater mains shall be compensated for at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

A. Stormwater main and Sanitary Sewer Cleaning

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains, sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

1. Quality Assurance: Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. Cleaning experience in coastal community systems is preferred. A CONTRACTOR conducting cleaning operations on existing stormwater main and sewer lines shall have four (4) years experience in cleaning existing stormwater main and sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet of each within the past two (2) years. The CONTRACTOR conducting cleaning operations on new stormwater main and sewer lines shall have four (4) years cleaning experience in cleaning new stormwater main and sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet of each within the past two (2) years
2. Submittals:
 - a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater main and sanitary sewer structures being cleaned.
 - b. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.

B. **Products:** The equipment selected for cleaning shall be capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the sanitary sewer mains and the oval and round stormwater mains. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds for removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the CITY.

1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of $\frac{3}{4}$ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.
2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm or sewer systems. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.
3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and product a 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism

properly sized. All electrical drops required by the CONTRACTOR shall be arranged by the CONTRACTOR.

4. Capture and Removal of Debris: The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable will be borne by the CONTRACTOR's.
5. Water Metering Requirements: The CITY shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. Only potable water shall be used for this work.

C. Execution:

1. General: It is the intent of these specifications to provide a basis by which a stormwater main or sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated stormwater main and/or sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the condition of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the CITY. Cleaning of stormwater main or sewer lines shall be accomplished by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned, and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the stormwater main or sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning of sections upstream shall be allowed.
2. Site Visit:
 - a. The CONTRACTOR shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.
 - b. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

D. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main or sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the

necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the stormwater main or sewer line. Satisfactory precautions shall be taken to protect the stormwater main or sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main or sewer line are used, precautions shall be taken to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.
3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be constructed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the stormwater main or sewer line.

E. Mechanical Cleaning Methodology:

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.
2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to ensure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.
4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved in writing by the CITY, or as described above.

- F. Special Cleaning Requirements for Cast Iron Pipe**: After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust build-up and mineral deposits. For pipe diameters greater than 24-inch, the CONTRACTOR may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump stations. For pipe diameters less than or equal to 24-inch, all tuberculations shall be removed using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The

CONTRACTOR may choose a similar proofing device if deemed acceptable, in writing, by CITY.

- G. **Sanitary Sewer Manhole Modifications:** Any modifications to manholes to facilitate cleaning shall be the CONTRACTOR's responsibility and shall be subject to written approval by the CITY. CONTRACTOR shall salvage and reuse all manhole covers and rings that are removed during sewer line and manhole rehabilitation.

H. **Material Removal and Cleanup:**

1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the CITY.
2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Chemical root treatment may be used at the option of the CONTRACTOR.

When chemicals are used to aid in removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and in compliance with all applicable CITY, State and Federal regulations. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root treatment material used. The CONTRACTOR shall protect waterways, ponds and other water bodies from chemical contamination.

- I. **Degree of Cleaning:** All dirt, debris, roots and other solid and liquid materials shall be removed from the sections of stormwater system or sewer system being cleaned to the extent that closed circuit television inspection can be performed. Light cleaning only shall be conducted on all new stormwater main and sanitary sewer main. When by CITY and CONTRACTOR prior inspection and agreement it is determined that extraordinary work and materials are required for the CONTRACTOR to temporarily halt the infiltration of groundwater by de-watering system means, the cost shall be included as an increase in the quantity used for the cleaning item. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:

1. Light Cleaning: The removal of $\frac{1}{4}$ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.
2. Medium Cleaning: The removal of greater than $\frac{1}{4}$ and up to and including $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.

3. **Heavy Cleaning:** The removal of greater than 1/2 pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item
- J. **Manhole Clean-up:** Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. Debris Disposal: All debris removed from the stormwater system and sanitary sewer system shall be disposed of properly off site in areas provided by the CONTRACTOR and at the expense of the CONTRACTOR. Transportation of debris or other material by the CONTRACTOR shall be done in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the CONTRACTOR shall be responsible for cleaning up any debris or other material to the satisfaction of the CITY or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.
- K. **Restoration:** The CONTRACTOR shall be responsible for damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.
- L. **Additional Cleaning:** Should subsequent video inspection of cleaned stormwater main or sewers reveal that additional cleaning is required; the CONTRACTOR shall re-clean the line at no additional expense to the CITY. Any additional video inspection or re-setup of video equipment required due to re-cleaning shall be at no additional expense to the CITY.
- M. **Pre- and Post-Work Inspections**

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work, the stormwater main or sewer lines shall be videoed under the direct supervision of a CITY representative. A CITY representative must be on site during the entire inspection procedure period. If video inspection is performed without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. One (1) copy of the DVD video and associated video logs shall be submitted to the CITY prior to scheduling the post-cleaning and final inspections. If defects or problems are observed on the video, CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair. All work involved with repair or to correct the noted deficiencies shall be at no cost to the CITY.

Television inspection is mandatory and required to be provided by the CONTRACTOR on all stormwater main and sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the CITY at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be

deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications.

N. Maintenance of Traffic (MOT)

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "DESIGN Standards for Design , Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work.

CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.

The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. All work, materials and costs required for completed traffic control shall be included in the unit cost of the traffic control pay items in the pricing sheet.

O. Locates

CONTRACTOR is responsible for all utility locates.

P. Isolation and Bypass Operations

1. CONTRACTOR shall provide all isolation and bypass operations: The CONTRACTOR's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and stormwater main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:
 - a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
 - b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
 - c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
 - d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, stormwater mains and waterways while flow bypass or diversion pumping takes place, and

- e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.
2. Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is completed, flow shall be returned to the sewer and all temporary equipment removed. The pumped storm water shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the stormwater system. After the work is completed, flow shall be returned to the stormwater mains and all temporary equipment removed.
 3. When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic shall comprehensively, methodically and continuously:
 - a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels
 - b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
 - c. Check the integrity of hoses and couplings along the entire bypass/diversion system.
 - d. Monitor lubrication levels and top off as necessary
 - e. Facilitate minor repairs as required
 - f. Report to CITY on problems arising.
 4. The CONTRACTOR shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The CONTRACTOR shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.
 5. In the event of accidental overflow or spillage, the CONTRACTOR shall immediately stop the overflow and take action to clean up and disinfect the spillage. The CITY shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.

Should fines be subsequently imposed as a direct result of the overflow or spillage and the CONTRACTOR is deemed to be entirely responsible, the CONTRACTOR shall pay such fines as are imposed by the authorities. The CITY shall pay no fine(s) where it is shown the CONTRACTOR was entirely responsible for any overflow or spillage.

6. Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

7. The level of noise emitted from pumps must be within local regulations/ordinance parameters

Q. Work Integration

1. Hours of Operation: All work will be conducted during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be absorbed by the CONTRACTOR.
2. Work Coordination: All work shall be coordinated between a single point of contact for the CONTRACTOR and the CITY designated project manager. Discussion of structure conditions will be conducted before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.
3. It shall be the responsibility of the CONTRACTOR to notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

R. Work Product Submittals

1. Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and approved no less than two weeks prior to execution of the work. The CONTRACTOR is not to mobilize prior to approval of the pumping plan.
2. Videotaping: CONTRACTOR is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project. The video shall be of *high visual quality with complete and clear annotation on screen* to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

S. Site Restoration

The CONTRACTOR shall restore the work site(s) on a daily basis where practical. All obstructions shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

T. Ordering and Payment

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the CONTRACTOR is based on an annual prioritized

list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. Monthly invoices shall be coordinated with the CITY inspector for review and agreement then submitted to the CITY project manager for final acceptance and processing of payment.

U. Mobilization: Mobilization charges shall include movement of equipment and material to the site and other costs not included as a separate line item to commence work on a work authorization.

EXHIBIT B: UNIT PRICE SCHEDULE

Subject to the cost adjustment provisions at the end of the following Tables, and adjustments authorized in Exhibit C, the CONTRACTOR will be paid based on completion of work at the unit prices set forth in the Tables.

	Description	Est. Qty.	Unit	Unit Cost
CIPP Rehabilitation – Sanitary Sewer Mains				
A	8" diameter	20,000		
A-1	6.0 mm normal thickness (.236")	1	LF	\$23.80
A-2	7.5 mm normal thickness (.295")	1	LF	\$25.80
A-3	9.0 mm normal thickness (.354")	1	LF	\$27.00
B	10" diameter	1,200		
B-1	6.0 mm normal thickness (.236")	1	LF	\$27.60
B-2	7.5 mm normal thickness (.295")	1	LF	\$29.90
B-3	9.0 mm normal thickness (.354")	1	LF	\$30.00
c	12" diameter	1,400		
C-1	6.0 mm normal thickness (.236")	1	LF	\$30.50
C-2	7.5 mm normal thickness (.295")	1	LF	\$33.00
C-3	9.0 mm normal thickness (.354")	1	LF	\$39.30
D	15" diameter	1,400		
D-1	6.0 mm normal thickness (.236")	1	LF	\$39.20
D-2	7.5 mm normal thickness (.295")	1	LF	\$42.00
D-3	9.0 mm normal thickness (.354")	1	LF	\$48.90
E	18" diameter	1,400		
E-1	6.0 mm normal thickness (.236")	1	LF	\$42.00
E-2	7.5 mm normal thickness (.0295")	1	LF	\$47.00
E-3	9.0 mm normal thickness (.354")	1	LF	\$53.00
E-4	10.5 mm normal thickness (.413")	1	LF	\$59.00
F	21" diameter	1,400		
F-1	6.0 mm normal thickness (.236")	1	LF	\$44.00
F-2	7.5 mm normal thickness (.295")	1	LF	\$48.00
F-3	9.0 mm normal thickness (.354")	1	LF	\$64.00
F-4	10.5 mm normal thickness (.413")	1	LF	\$73.10
F-5	12.0 mm normal thickness (.472")	1	LF	\$78.70
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	1	LF	\$3.20
G	24" diameter	1,400		
G-1	9.0 mm normal thickness (.354")	1	LF	\$72.00
G-2	10.5 mm normal thickness (.413")	1	LF	\$82.40
G-3	12.0 mm normal thickness (.472")	1	LF	\$89.70
G-4	13.5 mm normal thickness (.531")	1	LF	\$94.60
G-5	15.0 mm normal thickness (.591")	1	LF	\$99.80
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$3.60

	Description	Est. Qty.	Unit	Unit Cost
H	27" diameter	400		
H-1	9.0 mm normal thickness (.354")	1	LF	\$74.00
H-2	10.5 mm normal thickness (.413")	1	LF	\$89.50
H-3	12.0 mm normal thickness (.472")	1	LF	\$97.60
H-4	13.5 mm normal thickness (.531")	1	LF	\$103.80
H-5	15.0 mm normal thickness (.591")	1	LF	\$109.90
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$4.00
I	30" diameter	500		
I-1	9.0 mm normal thickness (.354")	1	LF	\$76.00
I-2	10.5 mm normal thickness (.413")	1	LF	\$96.00
I-3	12.0 mm normal thickness (.472")	1	LF	\$99.00
I-4	13.5 mm normal thickness (.531")	1	LF	\$110.00
I-5	15.0 mm normal thickness (.591")	1	LF	\$115.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$4.60
J	36" diameter	500		
J-1	10.5 mm normal thickness (.413")	1	LF	\$90.00
J-2	12.0 mm normal thickness (.472")	1	LF	\$134.80
J-3	13.5 mm normal thickness (.531")	1	LF	\$143.10
J-4	15.0 mm normal thickness (.591")	1	LF	\$150.80
J-5	16.5 mm normal thickness (.650")	1	LF	\$157.50
J-6	18.0 mm normal thickness (.709")	1	LF	\$166.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	\$5.10
K	42" diameter	500		
K-1	10.5 mm normal thickness (.413")	1	LF	\$147.70
K-2	12.0 mm normal thickness (.472")	1	LF	\$159.20
K-3	13.5 mm normal thickness (.531")	1	LF	\$167.80
K-4	15.0 mm normal thickness (.591")	1	LF	\$176.50
K-5	16.5 mm normal thickness (.650")	1	LF	\$185.30
K-6	18.0 mm normal thickness (.709")	1	LF	\$192.80
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	\$6.30

	Description	Est. Qty.	Unit	Unit Cost
	Clean & Inspection - Sanitary Sewer Mains			
L	Light Cleaning and Inspection	1	LF	
L-1	8" – 12" diameter	1	LF	\$1.40
L-2	14" – 18" diameter	1	LF	\$2.50
L-3	20" – 24" diameter	1	LF	\$3.50
L-4	27" – 42" diameter	1	LF	\$4.50

L-5	48" – 72" diameter	1	LF	\$7.70
M	Medium Cleaning			
M-1	8" – 12" diameter	1	LF	\$1.50
M-2	14" – 18" diameter	1	LF	\$2.60
M-3	20" – 24" diameter	1	LF	\$3.80
M-4	27" – 42" diameter	1	LF	\$4.80
M-5	48" – 72" diameter	1	LF	\$9.70
N	Heavy Cleaning			
N-1	8" – 12" diameter	1	LF	\$1.60
N-2	14" – 18" diameter	1	LF	\$2.70
N-3	20" – 24" diameter	1	LF	\$3.90
N-4	27" – 42" diameter	1	LF	\$6.10
N-5	48" – 72" diameter	1	LF	\$12.20
		1	LF	
O	Root Removal			
O-1	8" – 12" diameter	1	LF	\$3.20
O-2	14" – 18" diameter	1	LF	\$3.20
O-3	20" – 24" diameter	1	LF	\$4.20
O-4	27" – 42" diameter	1	LF	\$8.50
O-5	48" – 72" diameter	1	LF	\$10.60
		1	LF	
P	Tuberculation Cleaning			
P-1	8" – 12" diameter	1	LF	\$18.00
P-2	14" – 18" diameter	1	LF	\$24.00
P-3	20" – 24" diameter	1	LF	\$26.60
P-4	27" – 42" diameter	1	LF	\$31.90
P-5	48" – 72" diameter	1	LF	\$44.60

	Description	Est. Qty.	Unit	Unit Cost
CIPP Rehabilitation - Stormwater Mains				
M	8" diameter	500		
M-1	6.0 mm normal thickness (.236")	1	LF	\$30.00
N	10" diameter	800		
N-1	6.0 mm normal thickness (.236")	1	LF	\$32.00
N-2	7.5 mm normal thickness (.295")	1	LF	\$35.50
O	12" diameter	1,500	LF	
O-1	6.0 mm normal thickness (.236")	1	LF	\$40.00
O-2	7.5 mm normal thickness (.295")	1	LF	\$43.00
P	15" diameter	3,500		
P-1	6.0 mm normal thickness (.236")	1	LF	\$55.00

P-2	7.5 mm normal thickness (.295")	1	LF	\$68.00
P-3	9.0 mm normal thickness (.354")	1	LF	\$72.00
P-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	1	LF	\$0.00
Q	18" diameter	5,000		
Q-1	6.0 mm normal thickness (.236")	1	LF	\$61.50
Q-2	7.5 mm normal thickness (.295")	1	LF	\$65.00
Q-3	9.0 mm normal thickness (.354")	1	LF	\$75.80
Q-4	10.5 mm normal thickness (.413")	1	LF	\$79.15
Q-5	Charge for each 1.5 mm thickness increase per LF exceeding 10.5 mm	1	LF	\$3.10
R	21" diameter	1,100		
R-1	6.0 mm normal thickness (.236")	1	LF	\$61.75
R-2	7.5 mm normal thickness (.295")	1	LF	\$74.30
R-3	9.0 mm normal thickness (.354")	1	LF	\$85.70
R-4	10.5 mm normal thickness (.413")	1	LF	\$91.30
R-5	12.0 mm normal thickness (.472")	1	LF	\$99.10
R-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	1	LF	\$3.20
S	24" diameter	3,500		
S-1	9.0 mm normal thickness (.354")	1	LF	\$95.75
S-2	10.5 mm normal thickness (.413")	1	LF	\$101.20
S-3	12.0 mm normal thickness (.472")	1	LF	\$110.00
S-4	13.5 mm normal thickness (.531")	1	LF	\$115.00
S-5	15.0 mm normal thickness (.591")	1	LF	\$120.75
S-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$3.60
T	27" diameter	1,100		
T-1	9.0 mm normal thickness (.354")	1	LF	\$101.27
T-2	10.5 mm normal thickness (.413")	1	LF	\$107.55
T-3	12.0 mm normal thickness (.472")	1	LF	\$117.90
T-4	13.5 mm normal thickness (.531")	1	LF	\$124.00
T-5	15.0 mm normal thickness (.591")	1	LF	\$130.00
T-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$4.00
	Description	Est. Qty.	Unit	Unit Cost
U	30" diameter	3,000		
U-1	9.0 mm normal thickness (.354")	1	LF	\$102.50
U-2	10.5 mm normal thickness (.413")	1	LF	\$107.50
U-3	12.0 mm normal thickness (.472")	1	LF	\$113.50
U-4	13.5 mm normal thickness (.531")	1	LF	\$120.50
U-5	15.0 mm normal thickness (.591")	1	LF	\$128.50

	Description	Est. Qty.	Unit	Unit Cost
U-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	\$4.60
V	36" diameter	2,500		
V-1	10.5 mm normal thickness (.413")	1	LF	\$108.00
V-2	12.0 mm normal thickness (.472")	1	LF	\$151.50
V-3	13.5 mm normal thickness (.531")	1	LF	\$159.90
V-4	15.0 mm normal thickness (.591")	1	LF	\$167.80
V-5	16.5 mm normal thickness (.650")	1	LF	\$174.60
V-6	18.0 mm normal thickness (.709")	1	LF	\$183.30
V-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	\$5.10
W	42" diameter	1,500		
W-1	10.5 mm normal thickness (.413")	1	LF	\$120.00
W-2	12.0 mm normal thickness (.472")	1	LF	\$140.00
W-3	13.5 mm normal thickness (.531")	1	LF	\$185.50
W-4	15.0 mm normal thickness (.591")	1	LF	\$194.30
W-5	16.5 mm normal thickness (.650")	1	LF	\$203.20
W-6	18.0 mm normal thickness (.709")	1	LF	\$210.90
W-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	\$6.30
X	48" diameter	1,200		
X-1	12.0 mm normal thickness (.472")	1	LF	\$150.00
X-2	13.5 mm normal thickness (.531")	1	LF	\$160.00
X-3	15.0 mm normal thickness (.591")	1	LF	\$224.60
X-4	16.5 mm normal thickness (.650")	1	LF	\$234.80
X-5	18.0 mm normal thickness (.709")	1	LF	\$243.80
X-6	19.5 mm normal thickness (.768")	1	LF	\$261.10
X-7	21.0 mm normal thickness (.827")	1	LF	\$269.80
X-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	1	LF	\$8.00
Y	52" diameter	300		
Y-1	10.5 mm normal thickness (.413")	1	LF	\$145.00
Y-2	12.0 mm normal thickness (.472")	1	LF	\$155.00
Y-3	13.5 mm normal thickness (.531")	1	LF	\$165.00
Y-4	15.0 mm normal thickness (.591")	1	LF	\$210.00
Y-5	16.5 mm normal thickness (.650")	1	LF	\$220.00
Y-6	18.0 mm normal thickness (.709")	1	LF	\$240.00
Y-7	19.5 mm normal thickness (.768")	1	LF	\$278.50
Y-8	21.0 mm normal thickness (.827")	1	LF	\$289.60
Y-9	22.5 mm normal thickness (.886")	1	LF	\$301.50
Y-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	\$8.10

	Description	Est. Qty.	Unit	Unit Cost
Z	54" diameter	300		
Z-1	10.5 mm normal thickness (.413")	1	LF	\$150.00
Z-2	12.0 mm normal thickness (.472")	1	LF	\$160.00
Z-3	13.5 mm normal thickness (.531")	1	LF	\$170.00
Z-4	15.0 mm normal thickness (.591")	1	LF	\$210.00
Z-5	16.5 mm normal thickness (.650")	1	LF	\$215.00
Z-6	18.0 mm normal thickness (.709")	1	LF	\$250.00
Z-7	19.5 mm normal thickness (.768")	1	LF	\$303.30
Z-8	21.0 mm normal thickness (.827")	1	LF	\$315.90
Z-9	22.5 mm normal thickness (.886")	1	LF	\$328.40
Z-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	\$8.20
AA	60" diameter	300		
AA-1	10.5 mm normal thickness (.413")	1	LF	\$200.00
AA-2	12.0 mm normal thickness (.472")	1	LF	\$225.00
AA-3	13.5 mm normal thickness (.531")	1	LF	\$275.00
AA-4	15.0 mm normal thickness (.591")	1	LF	\$300.00
AA-5	16.5 mm normal thickness (.650")	1	LF	\$320.00
AA-6	18.0 mm normal thickness (.709")	1	LF	\$400.00
AA-7	19.5 mm normal thickness (.768")	1	LF	\$448.20
AA-8	21.0 mm normal thickness (.827")	1	LF	\$463.00
AA-9	22.5 mm normal thickness (.886")	1	LF	\$478.00
AA-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	\$11.20
BB	72" diameter	300		
BB-1	10.5 mm normal thickness (.413")	1	LF	\$500.10
BB-2	12.0 mm normal thickness (.472")	1	LF	\$506.20
BB-3	13.5 mm normal thickness (.531")	1	LF	\$519.70
BB-4	15.0 mm normal thickness (.591")	1	LF	\$532.80
BB-5	16.5 mm normal thickness (.650")	1	LF	\$546.60
BB-6	18.0 mm normal thickness (.709")	1	LF	\$680.60
BB-7	19.5 mm normal thickness (.768")	1	LF	\$706.30
BB-8	21.0 mm normal thickness (.827")	1	LF	\$724.60
BB-9	22.5 mm normal thickness (.886")	1	LF	\$739.10
BB-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	\$12.70

	Description	Est. Qty.	Unit	Unit Cost
Clean & Inspection -Stormwater Mains				
CC	Light Cleaning and inspection			
CC-1	8"- 12" diameter	1	LF	\$2.10
CC-2	14" - 18" diameter	1	LF	\$2.80
CC-3	20" - 24" diameter	1	LF	\$3.50
CC-4	27" - 42" diameter	1	LF	\$4.50
CC-5	48" - 72" diameter	1	LF	\$7.70
DD	Medium Cleaning			
DD-1	8" - 12" diameter	1	LF	\$2.40
DD-2	14"- 18" diameter	1	LF	\$3.00
DD-3	20" - 24" diameter	1	LF	\$3.80
DD-4	27" - 42" diameter	1	LF	\$4.80
DD-5	48"- 72" diameter	1	LF	\$9.70
EE	Heavy Cleaning			
EE-1	8" - 12" diameter	1	LF	\$2.50
EE-2	14" - 18" diameter	1	LF	\$3.30
EE-3	20" - 24" diameter	1	LF	\$3.90
EE-4	27"- 42" diameter	1	LF	\$6.10
EE-5	48"- 72" diameter	1	LF	\$12.20
FF	Root Removal			
FF-1	8" - 12" diameter	1	LF	\$3.20
FF-2	14" - 18" diameter	1	LF	\$3.20
FF-3	20" - 24" diameter	1	LF	\$4.20
FF-4	27" - 42" diameter	1	LF	\$12.70
FF-5	48"- 72" diameter	1	LF	\$15.90
GG	Tuberculation Cleaning			
GG-1	8" - 12" diameter	1	LF	\$6.90
GG-2	14" - 18" diameter	1	LF	\$8.50
GG-3	20" - 24" diameter	1	LF	\$12.70
GG-4	27"- 42" diameter	1	LF	\$21.20
GG-5	8" - 72" diameter	1	LF	\$31.90
Ancillary General Services				
	Description	Est. Qty.	Unit	Unit Cost
HH	By-Pass Pumping			
HH-1	8" diameter	1	LF	\$1.00
HH-2	10" diameter	1	LF	\$1.00
HH-3	12" diameter	1	LF	\$2.00
HH-4	15" diameter	1	LF	\$5.00
HH-5	18" diameter	1	LF	\$7.00

	Description	Est. Qty.	Unit	Unit Cost
HH-6	21" diameter	1	LF	\$10.00
HH-7	24" diameter	1	LF	\$15.00
HH-8	27" diameter	1	LF	\$20.00
HH-9	30" diameter	1	LF	\$35.00
HH-10	36" diameter	1	LF	\$40.00
II	Standard Service Reconnection	1	Each	\$175.00
JJ	Service Connection Grouting	1	Each	\$250.00
KK	Traffic Control - FDOT Right of Way			
KK-1	Flagman	1	Setup	\$620.00
KK-2	Arrow Board	1	Setup	\$180.00
KK-3	Barricades	1	Setup	\$340.00
KK-4	Lane Dividers	1	Setup	\$15.00
LL	Traffic Control - City Right of Way			
LL-1	Flagman	1	Setup	\$300.00
LL-2	Arrow Board	1	Setup	\$180.00
LL-3	Barricades	1	Setup	\$250.00
LL-4	Lane Dividers	1	Setup	\$15.00
MM	Traffic Control - County Right of Way			
MM-1	Flagman	1	Setup	\$620.00
MM-2	Arrow Board	1	Setup	\$180.00
MM-3	Barricades	1	Setup	\$340.00
MM-4	Lane Dividers	1	Setup	\$15.00
NN	Easement Access			
NN-1	6" to 12" diameter	1	LF	\$3.00
NN-2	14" to 18" diameter	1	LF	\$4.00
NN-3	20" to 24" diameter	1	LF	\$5.00
NN-4	27" to 30" diameter	1	LF	\$8.50
NN-5	36" to 42" diameter	1	LF	\$10.90
NN-6	48" to 54" diameter	1	LF	\$16.20
OO	Mobilization	1	Lump Sum	\$1,500.00
PP	Bonds	1	Percentage	\$1.5%

EXHIBIT B, cont.
Adjustments to Unit Price Schedule

1. Upon the CONTRACTOR's written request, the City Manager may at the City Manager's sole discretion adjust the Unit Prices in the above schedule pursuant to the following procedure. The CONTRACTOR will make such requests no more frequently than annually, and no sooner than one year after the Effective Date, and will include sufficient information to allow the CITY to properly review.

(a) For resin using items (i.e., Unit Price Listed items A – K and M through BB) the adjustment will be as follows:

$$(25\% \times A) + (75\% \times B) = \text{Total increase, where}$$

A = The documented increase in Insituform's resin cost during the Interval Period as defined below.

B = the increase or decrease in the CPI (as described below) during the Interval Period.

The Interval Period is the period beginning on the date of the last price escalation established pursuant to this Section, or if no price escalation has been previously made the Effective Date, and the ending on the date that notice is received requesting the adjustment.

The specific Consumer Price Index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. City Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12 month period ending 12/31 data released in mid-January.

EXAMPLE:

Example, if the cost of resin increases 10% and the CPI Index decreases 2%, the total increase for the applicable unit prices would be: $(25\% \times 10\%) + (75\% \times -2\%) = 1\%$ increase (rounded to the nearest \$0.01).

(b) For all other items, the increase equals 75% of the increase in the CPI during the Interval Period.

Example, if CPI increased by 4% the cost adjustment for non-resin using items would be: $(75\% \times 4\%) = 3\%$ increase rounded to nearest \$0.01.

2. Pricing adjustments pursuant to this Section will be effective on the next anniversary of the Effective Date, and will apply only to work authorizations issued after that date. Within thirty (30) days after CONTRACTOR gives notice to the CITY of a price adjustment, the CITY may request an audit for the purpose of verifying the price adjustment.

3. The Parties may agree at any time to revise the Unit Price Schedule by formal amendment.

EXHIBIT C: GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMS

1.1 Defined Terms.

1.1.1 “Change Instrument” means a Field Directive or a Change Order.

1.1.2 “Change Order” means a written directive issued by the OWNER authorizing a modification in the price, time for performance, or other provision of the work authorization.

1.1.3 “City Code” means the City of Daytona Beach Code of Ordinances.

1.1.4 “City Commission” or “Commission” means the City of Daytona Beach City Commission.

1.1.5 “City Manager” means the City Manager for the City.

1.1.6 “Commencement Date” means the date established in the work authorization for commencement of the Project; of if no such date is provided in the work authorization, the date of the work authorization.

1.1.7 “Contract Administrator” means the individual specifically authorized to administer the Contract on the OWNER’s behalf; provided, however that in all instances the City Manager may act as the Contract Administrator.

1.1.8 “CONTRACTOR” means the person or firm identified as such in the Contract.

1.1.9 “Day” or “Days” means calendar days unless otherwise specifically noted in the Contract Documents.

1.1.10 “Defective Work” or “Nonconforming Work” means Work that:

- .1 Does not conform to the Contract Documents;
- .2 Does not meet the requirements of any inspection, test or approval as referred to in the Contract Documents or required by law;
- .3 Contains defects;
- .4 Represents a substitute for that required by the Technical Provisions, unless properly approved and authorized as provided in the Contract Documents; or
- .5 Has been damaged or destroyed prior to Final Completion.

1.1.11 “Effective Date” means the date on which this Contract is fully executed.

1.1.12 “Equipment” means the machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the Work.

1.1.13 “Field Directive” means a written order prepared and signed by the OWNER, not involving a change in Project Price or Project Time, directing a minor change in the Work where a Change Order is not required.

1.1.14 "Final Completion" means acceptance of the Work by the OWNER as evidenced by its signature upon the Certificate of Final Completion.

1.1.15 "Force Account" means a method for payment of additional Work that is based on CONTRACTOR's labor, equipment and materials costs with consideration for overhead and profit.

1.1.16 "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by CONTRACTOR or the OWNER, (ii) are beyond the control of CONTRACTOR and the OWNER, and (iii) materially hinder or interfere with the ability of CONTRACTOR to prosecute the Work; provided, however, that no such condition or circumstance will be a Force Majeure event if it is the result of CONTRACTOR's fault, negligence, or material breach of this Contract. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, and severe adverse weather conditions not reasonably anticipated.

1.1.17 "Hazardous Materials" has the meaning as provided by law.

1.1.18 "Legal Requirements" means, collectively, all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work. The term includes the City Code and other City ordinances and regulations.

1.1.19 "Materials" means goods or substances to be incorporated in the Work under the Contract.

1.1.20 "OWNER" means the City of Daytona Beach; or, if the form Contract so provides, the Community Redevelopment Agency for the City. All references within the Technical Provisions to the "City" are intended to refer to the "OWNER" unless logic dictates otherwise.

1.1.21 "Project" means the subject of the Work as outlined in a work authorization, and its intended result.

1.1.22 "Project Price" means the total compensation due to CONTRACTOR for Work to be performed under a specific work authorization, subject only to those adjustments provided in the Contract Documents.

1.1.23 "Project Time" means the total period of time stated in the work authorization between the Commencement Date and the deadline for Final Completion of the work referenced in the work authorization, subject only to those adjustments provided in the Contract Documents.

1.1.24 "The Prompt Payment Act" means the Local Government Prompt Payment Act, F.S. § 218.70 *et seq.* (2009), as hereafter amended.

1.1.25 "Purchasing Code" means the provisions of Chapter 30 of the City Code.

1.1.26 "Referenced Standards" includes standards, standard details, specifications, manuals, regulations or codes of any technical society, organization or association, or of any governmental or quasi-governmental authority referred to in the Contract Documents to describe the nature or quality of any of the Work, whether such reference be specific or by implication, and means the latest standard, standard detail, specification, manual, regulation or code in effect at the time of Bid opening, except as may be otherwise specifically stated in the Contract Documents.

1.1.27 "Specifications" means the Scope of Work and any Standards referenced therein..

1.1.28 “Sub-contractor” means a person or firm that under a direct contract with CONTRACTOR to perform a portion of the Work, and also unless logic dictates otherwise, sub-sub-contractors and persons or firms doing work through such sub-sub-contractors.

1.1.29 “Unilateral Change Instrument” means a Change Instrument issued by the OWNER and not executed by CONTRACTOR.

1.1.30 “Unit Price Schedule” means the Unit Price Schedule included in the Contract Documents, as it may from time to time be adjusted pursuant to the Contract Documents.

1.1.31 “Working Hours” means 7:00 am through 6:00 pm, Monday through Friday excluding holidays designated by the City of Daytona Beach.

1.2 Use of Terms.

1.2.1 Singular and Plural. The OWNER, CONTRACTOR, Sub-contractor, Supplier, other contractors, surety, insurer and others may be referred to in the Contract Documents as if singular in number. In the event that more than one person or entity occupies the position referred to and unless otherwise indicated, the term is interpreted to include all such persons or entities.

1.2.2 Technical Terms and Trade Usage. Terms in the Contract Documents which have well-known technical or construction industry meanings and are not otherwise defined are used in accordance with such recognized meanings unless the context clearly indicates otherwise.

ARTICLE 2 –PRELIMINARY MATTERS

2.1 Submittals and Notice to Proceed Required. No Work will be done in association with a specific work authorization, at the Project Site or otherwise, until OWNER has issued a notice-to-proceed. OWNER will not issue a notice-to-proceed until CONTRACTOR has submitted the documents referenced in 2.2 below, and the Parties have held a pre-construction meeting.

2.2 Pre-Project Commencement Requirements.

2.2.1 CONTRACTOR will prepare and submit all required pre-construction submittals within 15 Days after the Work Authorization is issued, except where the Contract Administrator extends time for submittal in writing. The submittals will include each of the following:

- .1 A proposed Progress Schedule for the Project.
- .2 Any bonds required.
- .3 Any additional documents, such as haul routes, designation of superintendant, safety plans, that the OWNER requires at the preconstruction meeting, consistent with the provisions of this Contract.

2.2.2 The OWNER will have the right to accept or reject each of the required submittals. The OWNER will provide CONTRACTOR written notice as to any submittals that are rejected, in which instance CONTRACTOR will promptly resubmit them. Alternatively in such instance, the OWNER will have the right but not the obligation to schedule a preconstruction meeting; provided that the preconstruction meeting is scheduled no later than 30 days after the issuance of the Work Authorization, and the OWNER may delay issuance of the Notice to Proceed until the OWNER and CONTRACTOR have held the meeting.

2.2.3 The OWNER's acceptance of the above-referenced submittals will be deemed to be general only relating solely to their sufficiency and compliance with the intent of the Contract. Such acceptance does not constitute the OWNER's adoption, affirmation, or direction of CONTRACTOR's

means and methods, and does not constitute a Change Instrument. OWNER's acceptance of the Progress Schedule will not impose on the OWNER, responsibility or liability for the sequencing, scheduling, or progress of the Work, and will not relieve CONTRACTOR from CONTRACTOR's responsibility for complying with the terms and conditions of this Contract. CONTRACTOR will at all times remain responsible for the factual accuracy of all such submittals.

2.3 Notice to Proceed. OWNER in its sole discretion may delay issuing the Notice if CONTRACTOR has not completed its preconstruction submittals within that time; and provided, further, that the OWNER may delay issuing the Notice for any or no reason, with the CONTRACTOR's concurrence.

2.4 Availability of Lands. The OWNER will provide access to all Project Sites, secure any easements necessary therefore, and notify CONTRACTOR of any restrictions in such access. The OWNER may identify in the Contract Documents or work authorization, as applicable, encumbrances or restrictions not of general application which are known by the OWNER and specifically related to use of the Site, but which are not of public record. The CONTRACTOR will comply with such encumbrances and restrictions in performing the Work. Permanent easements for the completed facility or for changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

3.1 Contract Administrator. The Contract Administrator is authorized to administer the Contract and work authorizations on behalf of the OWNER, commencing on the Effective Date and terminating on the date CONTRACTOR performance is completed (including final payment) or terminated.

3.1.1 The Contract Administrator's authority is limited as follows:

- .1 Provide direction to the CONTRACTOR to ensure satisfactory and complete performance;
- .2 Issue Field Directives;
- .3 Monitor and inspect CONTRACTOR performance to ensure acceptable timeliness and quality;
- .4 Maintain necessary documentation and records regarding CONTRACTOR performance and other pertinent matters;
- .5 Furnish timely written notice of CONTRACTOR performance failures to the City Manager and to the City Attorney, as appropriate;
- .6 Determine acceptance or rejection of CONTRACTOR's performance;
- .7 Approve or reject applications for payment, other than application for final payment;
- .8 Furnish necessary reports to the City Manager;
- .9 Recommend Change Instruments or stop work orders to the City Manager; and
- 10, Recommend termination of Contract or work authorizations for default or convenience to the City Manager.

3.1.2 The authority of the Contract Administrator is limited to the functions set forth above. In particular, the Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that:

- .1 Alter or modify Contracts or work authorizations;
- .2 Terminate or cancel Contracts or work authorizations;
- .3 Approve, as opposed to recommend, Change Orders or Contract Amendments;
- .4 Interpret ambiguities in the Contract or work authorization; or
- .5 Approve final applications for payment; or
- .6 Waive the OWNER's Contract rights.

3.2 City Manager. The City Manager has all of the authority of the Contract Administrator. The City Manager has authority to approve specific work authorizations, and change orders to work authorizations, in accordance with the Purchasing Code or as specifically authorized by the Daytona Beach City Commission, and approve final applications for payment except where approval also requires approval of a change order that is not within the City Manager's authority, below.

3.3 Authority Reserved in City Commission. All administrative authority not specifically conferred upon the Contract Administrator or City Manager is reserved to the City Commission. Modifications to the Contract or any work authorization required to be approved by the Commission may be in the form of change orders or formal amendments, as appropriate.

3.4 General Obligation to Avoid Delays. Information or services under the OWNER's control will be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER will have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR will notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for the OWNER's decision, impacts in any way the Critical Path of the current approved Progress Schedule.

3.5 Owner-Provided Inspectors. The OWNER will provide persons to perform OWNER-required inspections.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

4.1 Work Within Right-of-Way. The work will largely be performed within the public right-of-way, and OWNER affirms that CONTRACTOR will have the right to access the areas where work is required to be performed. The Parties do not anticipate that CONTRACTOR will be required to occupy space outside of the right-of-way to perform its services herein under normal conditions. CONTRACTOR will promptly notify OWNER if for any reason CONTRACTOR is required to occupy such space.

4.2 Temporary Facilities. CONTRACTOR will obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided. CONTRACTOR will be responsible for providing at his own expense and without liability to the OWNER, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR will be required to obtain approval of any private property owner for such additional lands and access unless specifically provided otherwise in the Contract Documents.

4.3 Utility Locations. CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Plans. CONTRACTOR will notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection

of utilities is primary and non-delegable. CONTRACTOR will indemnify or reimburse such expenses or costs (including fines that may be levied against the OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area. The OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR will give verbal notice within one hour and written notice within 24 hours, to the OWNER and to the utility representatives identified on the Plans.

4.4 Protection of Resources. CONTRACTOR will take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature will be disturbed without written permission of the OWNER and the FDHR. When such objects are uncovered unexpectedly, CONTRACTOR will stop all Work in close proximity and notify the OWNER and the FDHR of their presence and will not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on the OWNER's property will remain property of FDHR conforming to applicable provisions of Florida Statutes. If the OWNER, in consultation with the FDHR, determines that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, CONTRACTOR will perform salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Project Price or the Project Time will be equitably adjusted as necessary subject to compliance with the provisions herein for Changes and Delays.

4.5 Protection of Reference Points. Unless otherwise specified, the OWNER will furnish a base line and a suitable number of bench marks adjacent to the work. From the information provided by the OWNER, CONTRACTOR will develop and make all detailed surveys, stakes, lines, and elevations, as CONTRACTOR deems necessary. CONTRACTOR will carefully protect and preserve benchmarks, reference points, and stakes. If these benchmarks, reference points, or stakes are disturbed or destroyed due to CONTRACTOR's failure to comply with the above-referenced requirement, CONTRACTOR will bear the cost of expenses of relocating and replacing them, including the costs of a Registered Professional Land Surveyor if the OWNER determines the same to be necessary.

4.6 Hazardous Materials.

4.6.1 To the extent provided by applicable law, the OWNER will be responsible for any pre-existing hazardous material uncovered or revealed at the Project Site which was not shown, indicated or identified in the Contract Documents to be within the scope of the Project and which may present a substantial danger to persons or property exposed thereto in connection with the Project.

.1 CONTRACTOR will immediately stop Work in the affected area and will take all necessary precautions to avoid further disturbance of the materials. CONTRACTOR will also will immediately notify the OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or Project Site.

.2 Upon receiving notice of the presence of suspected Hazardous Materials, the OWNER will take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures will include the OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that the OWNER will take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

.3 CONTRACTOR will be obligated to resume Work at the affected area of the Project only after the OWNER provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or

Site. CONTRACTOR will be responsible for continuing the Work in the unaffected portion of the Project and the Project Site.

.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Project Price and Project Time to the extent CONTRACTOR's cost and time of performance have been adversely impacted by the presence of Hazardous Materials.

4.6.2 No asbestos-containing materials will be incorporated into the Work or brought on Project Site without prior approval of the OWNER. CONTRACTOR will not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER's written approval. When a specific product is specified, CONTRACTOR will endeavor to verify that the product does not include asbestos containing material.

4.6.3 CONTRACTOR will be solely responsible for use, storage and remediation of any Hazardous Materials brought to Project Site by CONTRACTOR, Sub-contractors, Suppliers, and anyone else for whom CONTRACTOR is responsible. CONTRACTOR will indemnify, defend and hold harmless the OWNER and the OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Materials introduced to Project Site by CONTRACTOR, Sub-contractors, Suppliers, or anyone for whose acts they may be liable.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 General Responsibilities.

5.1.1 Scope of Work. CONTRACTOR will provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to accomplish the Project at the Work Site, including measures for sediment control, storm water management, and waste disposal, in compliance with this Contract and the work authorization. CONTRACTOR is required to perform each Project in conformance with the Contract Documents and the work authorization, and will provide all Work reasonably inferable from these Documents and work authorization(s) as being necessary to produce the intended results.

5.1.2 Quality. All materials and Work will be of good quality for the intended use and consistent with the quality of surrounding Work, and will conform to the requirements of the Contract Documents and to the standards for construction of the Project generally. All materials will be new.

5.1.3 Construction Means and Methods. CONTRACTOR will provide continuous on-site supervision and direction of the Work using CONTRACTOR's best efforts. CONTRACTOR will have control over construction means, methods, techniques, sequences, and procedures, unless the Contract Documents give other specific instructions concerning these matters, and is solely responsible therefore.

5.1.4 Discipline at the Project Site. CONTRACTOR will enforce strict discipline and good order among CONTRACTOR's employees and other persons for whose Work CONTRACTOR is responsible, including CONTRACTOR's employees, Sub-contractors, and Suppliers, and the agents and employees of any of them.

5.1.5 Responsibility for Subordinates. CONTRACTOR is responsible for the acts and omissions of all persons performing portions of the Work at the Project Site, including but not limited to CONTRACTOR's employees, Sub-contractors, and Suppliers, and the agents and employees of any of them.

5.1.6 Assignment, Scheduling and Coordination. CONTRACTOR is solely responsible for and has control over assigning, scheduling and coordinating all portions of the work under the Contract

performed by CONTRACTOR's own forces and by its Sub-contractors and Suppliers, in accordance with the approved Progress Schedule, unless the Contract Documents give other specific instructions concerning these matters.

5.1.7 Obligations Not Relieved. CONTRACTOR is not relieved of its obligations to perform the Work in accordance with the Contract Documents, by the activities or duties of the OWNER in the administration of the Contract or of construction, or by tests, inspections, or approvals required or performed by persons other than CONTRACTOR.

5.1.8 Ongoing Duty to Report Problems with Contract Documents. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any Legal Requirements or of any such standard, specification, manual, or code or instructions of any manufacturer or Supplier, CONTRACTOR will within three days of such discovery report it to the OWNER in writing, and CONTRACTOR will not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued. CONTRACTOR will be liable to the OWNER for failure to report any such conflict, error, ambiguity, or discrepancy of which CONTRACTOR knew or reasonably should have known. CONTRACTOR will be liable to the OWNER for CONTRACTOR's failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents within said three-day period.

5.1.9 Inspection of Work. CONTRACTOR will make frequent inspections during the progress of the Work to confirm that work previously performed by CONTRACTOR is in compliance with the Contract Documents and applicable Legal Requirements and Referenced Standards and that portion of Work previously performed by CONTRACTOR or by others are in proper condition to receive subsequent Work.

5.2 Diligent Prosecution. CONTRACTOR will at all times be responsible for the diligent prosecution of each Project so as to complete the Work within the Project Time. CONTRACTOR will carry on the Work and adhere to the current approved Progress Schedule, including during all disputes or disagreements with the OWNER. No Work will be delayed or postponed pending resolution of any disputes or disagreements, except as the OWNER and CONTRACTOR may otherwise agree through a Change Order or Contract amendment.

5.3 Supervision and Superintendence.

5.3.1 CONTRACTOR will supervise the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

5.3.2 CONTRACTOR will have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and will have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent will be as binding as if given to CONTRACTOR, even where written notice is otherwise required. Either CONTRACTOR or the Superintendent will provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when Work is not in progress. The Superintendent will be an employee of CONTRACTOR, unless waived in writing by the OWNER. If CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent will likewise apply to any such Project Manager.

.1 CONTRACTOR will not replace the Superintendent without written notice to the OWNER. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR will provide the necessary information for approval, as stated above, on the proposed new Superintendent.

.2 CONTRACTOR may designate a qualified substitute Superintendent if the designated Superintendent is temporarily away from the Work, subject to OWNER approval.

.3 CONTRACTOR will replace the Superintendent upon the OWNER's request, if the Superintendent is unable to perform to the OWNER's satisfaction.

5.4 Labor, Materials and Equipment.

5.4.1 CONTRACTOR will employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR will prohibit the use and possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the OWNER's property. Subject to the applicable provisions of Florida law, neither CONTRACTOR, nor Sub-contractors, Suppliers, or other agents of CONTRACTOR, may use or possess any firearms or other weapons while on the job or on the OWNER's property. If the OWNER notifies CONTRACTOR that any officer, employee, Sub-contractor, Supplier, or other agent is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Florida law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR will immediately remove that person from performing Contract Work, and may not employ that person again on the Work without the OWNER's prior written consent. CONTRACTOR will at all times maintain good discipline and order on- and off-Project Site in all matters pertaining to the Project. CONTRACTOR will pay workers no less than the wage rates established by law, and maintain weekly payroll reports as evidence thereof.

5.4.2 CONTRACTOR will not use any preexisting facilities of the OWNER without the specific written consent of the OWNER, except as indicated in the Contract Documents. CONTRACTOR is solely responsible for temporary facilities and services provided or utilized by CONTRACTOR and will remove those not required to remain at the completion of the Work or any portion thereof, will promptly correct any damage caused by the erection, use or removal of temporary facilities; and will restore the Project Site and any adjacent areas to their original condition or that required by the Contract Documents upon completion of the Work.

5.4.3 CONTRACTOR will store, handle, install, and test all materials in accordance with the manufacturer's or Suppliers' most recent instructions and recommendations. CONTRACTOR will promptly notify the OWNER if these instructions and recommendations are in conflict with any provision of the Contract Documents.

5.4.4 All materials and equipment will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable manufacturer and Supplier, except as otherwise provided in the Contract Documents. The Contract Administrator may require CONTRACTOR to furnish one or more of the following:

.1 Satisfactory evidence (i.e., reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment.

.2 Samples of required equipment and materials prior to having such equipment and materials delivered to the Project Site. Each sample submitted by CONTRACTOR will carry a label giving the name of CONTRACTOR, the Project, and the name of the producer. The accompanying certificate or letter from CONTRACTOR will state that the sample complies with the contract requirements, will give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the OWNER in reviewing the sample promptly. It will also include the statement that all materials or equipment furnished for use in the Project will comply with the samples and/or certified statements. In addition, the

accompanying certificate will include a written narrative explanation itemizing the extent to which the sample deviates from the Specifications or other Contract requirements.

5.4.5 The OWNER will not be required to consider delays in the Work caused by delivery of non-complying materials or equipment, or by late or improper submission test reports or manufacturer's certificates for OWNER approval, as just cause for an extension of the Contract Time. The OWNER's acceptance of any test report, certificate, or sample will be general only and will not constitute a waiver of the OWNER's right to demand full compliance with Contract requirements, nor relieve CONTRACTOR from ensuring full compliance with the Contract.

5.4.6 CONTRACTOR will assign to the OWNER, any rights CONTRACTOR may have to bring antitrust suits against Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR will cooperate with the OWNER should the OWNER wish to prosecute suits against Suppliers for illegal price fixing.

5.4.7. Upon CONTRACTOR's request and the Contract Administrator's written approval, CONTRACTOR may locate stored materials off-site, so long as they are in a bonded and insured facility, accessible to the OWNER, and are clearly marked as OWNER's property.

5.4.8 Title to materials delivered to the Project Site or stored off-site will not be deemed to pass to the OWNER until the OWNER accepts such title by paying for same. The OWNER will be entitled but is not required to request title documentation. Risk of loss will not pass to the OWNER until title passes.

5.5 Concerning Sub-Contractors, Suppliers, and Others.

5.5.1 CONTRACTOR will retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to assign this Contract, by power of attorney or otherwise, without the OWNER's prior written consent.

5.5.2 CONTRACTOR will not subcontract the performance of the entire Project or the supervision and direction of the Work without the OWNER's prior written consent. CONTRACTOR will not employ any Sub-contractor or other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection. The OWNER will communicate such objections by written notice. CONTRACTOR will not substitute any Sub-contractor that has been accepted by the OWNER, unless the OWNER first accepts the substitute in writing.

5.5.3 CONTRACTOR will be fully responsible to the OWNER for all acts and omissions of the Sub-contractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under contract with CONTRACTOR and under contract with CONTRACTOR's Sub-contractors or Suppliers, just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents will create for the benefit of any such Sub-contractor or other person or organization any contractual relationship between the OWNER and any such Sub-contractor or other person or organization, nor will it create any obligation on the part of the OWNER to pay or to see to the payment of any moneys due any such Sub-contractor or other person or organization except as may otherwise be required by Legal Requirements.

5.5.4 CONTRACTOR will be solely responsible for efficiently scheduling and coordinating the Work of Sub-contractors and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR will require all Sub-contractors and such other persons and organizations performing or furnishing any of the Work to communicate with the OWNER through CONTRACTOR.

5.5.6 To the extent allowed by Florida law, the OWNER will be deemed to be a third party beneficiary to each subcontract and may, if the OWNER elects, following a termination of CONTRACTOR, require that the Sub-contractor(s) perform all or a portion of unperformed duties and

obligations under its subcontract(s) for the benefit of the OWNER, rather than CONTRACTOR; however, if the OWNER requires any such performance by a Sub-contractor for the OWNER's direct benefit, then the OWNER will be bound and obligated to pay such Sub-contractor the reasonable value for all Work performed by such Sub-contractor to the date of the termination of CONTRACTOR, less previous payments, and for all Work performed thereafter. If the OWNER elects to invoke the OWNER's right under this Section, the OWNER will provide notice of such election to CONTRACTOR and the affected Sub-contractor(s).

5.6 Patent Fees and Royalties.

5.6.1 CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Proposal.

5.6.2 CONTRACTOR will pay all royalties and license fees and will provide, prior to commencement of a Project hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process.

5.6.3 CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Proposal or the performance of the Work or otherwise arising in connection therewith. The OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR will indemnify and save harmless the OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against the OWNER.

5.6.4 The OWNER will have the right to stop the Work and/or terminate the contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

5.7 Construction Operations.

5.7.1 CONTRACTOR will confine operations at the Project Site to those areas permitted by all Legal Requirements, and will not unreasonably encumber the Project Site with materials and equipment. CONTRACTOR will assume full responsibility for any damage to any portion of the Project Site, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If an adjacent property owner or occupant files a claim because of or in connection with the performance of the Work, CONTRACTOR will promptly settle the claim by negotiation or as otherwise provided by law. CONTRACTOR will indemnify, defend and hold harmless the OWNER and anyone directly or indirectly employed by the OWNER, from and against all claims, costs, losses, and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such the owner or occupant against the OWNER or any other party indemnified hereunder to the extent caused by or based upon performance of the Work or failure to perform the Work.

5.7.2 Except as otherwise provided in the Contract Documents or a work authorization, all Work will be performed solely during Working Hours, unless (i) more restrictive hours are required by City ordinances or other Legal Requirements governing CONTRACTOR's performance of the Work, or (ii) the Contract Administrator approves expanded Working Hours in writing, such as in the event of emergencies, in which instance the Contract Administrator's approval may be terminated at any time and for any reason without recourse to CONTRACTOR. The OWNER has the right to impose further restrictions on working hours reasonably related to the use of occupied facilities. No delays resulting from compliance with applicable Legal Requirements may form the basis for any claim by CONTRACTOR for delay damages or additional compensation or for any extensions of the Contract Time. CONTRACTOR will not permit Work outside of Working Hours without the written consent of the OWNER; such consent, if

given, may be conditioned upon payment by CONTRACTOR of the OWNER's additional costs and fees incurred in monitoring such off-hours Work. CONTRACTOR will notify the OWNER as soon as possible if Work will be performed outside such times in the interest of the safety and protection of persons or property at the Project Site or adjacent thereto, or in the event of an emergency. In no event will CONTRACTOR permit Work to be performed at the Project Site without the presence of CONTRACTOR's Superintendent and person responsible for the protection of persons and property at the Project Site and compliance with all Legal Requirements, if different from the Superintendent.

5.7.3 Site Maintenance. During the progress of the Work and on a daily basis, CONTRACTOR will keep the Project Site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. If CONTRACTOR fails to do so in a manner reasonably satisfactory to the OWNER within 48 hours after notice or as otherwise required by the Contract Documents, the OWNER may clean the Project Site and back charge CONTRACTOR for all costs associated with the cleaning.

At Final Completion, CONTRACTOR will leave the Project Site clean and ready for OWNER's use, including but not limited to the cleaning of manholes, inlets, and gravity underground piping systems, and ready for the OWNER's occupancy, and will at this point also remove all tools, appliances, equipment, machinery, surplus materials, waste, trash, and debris materials. CONTRACTOR will, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If CONTRACTOR fails to clean up at the completion of the Work, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

5.7.4 Risk of Performance. If CONTRACTOR performs any work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission, or violation of Legal Requirements in the Contract Documents of which CONTRACTOR is aware, or which could reasonably have been discovered by the review required by CONTRACTOR by this Contract, without prompt written notice to the OWNER and request for correction, clarification or additional information, as appropriate, CONTRACTOR does so at its own risk and expense and all claims relating thereafter are specifically waived.

5.8 Legal Requirements.

5.8.1 CONTRACTOR will diligently and promptly call for locates required, in accordance with Sunshine State One Call of Florida requirements.

5.8.2 CONTRACTOR will give all other notices and comply with all other Legal Requirements, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where these Legal Requirements provide otherwise, the OWNER will not be responsible for monitoring CONTRACTOR's compliance with any Legal Requirements.

5.8.3 Maintaining clean water, air, and earth or improving thereon will be regarded as of prime importance. CONTRACTOR will plan and execute its operations in compliance with all applicable Legal Requirements concerning control and abatement of water pollution and prevention and control of air pollution.

5.9 Taxes.

5.9.1 CONTRACTOR will pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida in the performance of this Contract.

5.9.2 The OWNER is an exempt organization as defined by Florida Statutes and is therefore exempt from payment of sales and use taxes.

5.10 Safety and Protection.

5.10.1 CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR will submit a site security plan to the OWNER. By reviewing the plan or making recommendations or comments, the OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury, or loss. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, and loss to:

- .1 the public;
- .2 all persons on the Project Site or who may be affected by the Work;
- .3 all the Work and materials and equipment to be incorporated therein, whether in storage on or off Project Site; and
- .4 other personal property, fixtures and other items at the Project Site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

5.10.2 CONTRACTOR will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 U.S.C § 651 et seq., 29 C.F.R. 1926.650 Sub Part P., and Chapter 90-96 Florida Statutes. In addition CONTRACTOR will comply with all other applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and will erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR will notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and will cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in this Subsection 5.10 and caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Sub-contractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, will be remedied by CONTRACTOR (except damage or loss attributable to the fault of Specifications or to the acts or omissions of the OWNER or anyone employed by OWNER or anyone for whose acts OWNER may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Sub-contractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work will continue until such time as all of the Project is completed and the OWNER has issued a Certificate of Final Completion as provided in the Contract Documents (except as otherwise expressly provided in connection with Substantial Completion).

5.10.3 CONTRACTOR will be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at Project Site in accordance with Legal Requirements.

5.10.4 CONTRACTOR will comply with the following requirements in emergencies:

- .1 In emergencies affecting the safety or protection of persons or the Work at Project Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from the OWNER, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR will give the OWNER telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the OWNER determines that a change in the Contract Documents is required because of the action taken by

CONTRACTOR in response to such an emergency, a Change Order will be issued; otherwise the OWNER will not be responsible for CONTRACTOR's emergency action.

.2 Authorized agents of CONTRACTOR will respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project Site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, the OWNER may direct other forces to take action as necessary to remedy the emergency condition, and the OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

.3 If there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR will provide to the Contract Administrator verbal notification within one hour and written notification within 24 hours of the event and will be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. CONTRACTOR will provide the OWNER copies of such documentation within 48 hours of the event.

.4 CONTRACTOR will cooperate with the OWNER in any investigation of any such incident. CONTRACTOR will immediately report such incidents to any other governmental or quasi-governmental authorities having jurisdiction over safety-related matters as may be required by law.

5.11 Indemnification.

5.11.1 Any obligation of CONTRACTOR to indemnify or hold harmless under this Contract will not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Sub-contractor, Supplier, or other person or organization for whom CONTRACTOR may be responsible under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5.11.2 If CONTRACTOR fails to follow the OWNER's directives concerning use of Project Site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR will indemnify the OWNER against all costs resulting from such claims.

5.11.3 If CONTRACTOR unreasonably delays progress of the Work being done by others on Project Site so as to cause loss for which the OWNER becomes liable, then CONTRACTOR will indemnify the OWNER from and reimburse the OWNER for such loss.

5.12 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

5.13 Losses from Natural Causes. Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, will be sustained and borne by CONTRACTOR at its own cost and expense.

5.14. Notice of Claim. Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, CONTRACTOR must file a claim within 30 calendar days of the event giving rise to such injury or damage. The provisions of this Section will not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

5.15 Financial Records.

5.15.1 For purposes of this Section 5.15, "financial records" means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 original estimates and estimating work sheets;
- .5 correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 back charge logs and supporting documentation;
- .8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;
- .10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

5.15.2 CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of the CONTRACTOR and each subcontractor and Supplier, upon the OWNER's written request. Further, CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to interview any of CONTRACTOR's employees, all Subcontractors, all Suppliers, and all of their respective employees.

5.15.3 CONTRACTOR will retain all its Records, and require all its Sub-contractors and Suppliers to retain their respective Records, during this Contract and for three years after final payment, until all audit and litigation matters that the OWNER has brought to the attention of the CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. The OWNER's right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers, exists during this Contract, and for three years after final payment, until all audit and litigation matters that the OWNER has brought to CONTRACTOR's attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to the OWNER, either from the CONTRACTOR or any of its subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

5.15.4 CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for the OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

5.15.5 CONTRACTOR must insert these requirements in each written contract between CONTRACTOR and any subcontractor or Supplier and require each subcontractor and Supplier to comply with these provisions.

ARTICLE 6 - OTHER WORK

6.1 Proper and Safe Access by Other Contractors. CONTRACTOR will afford other contractors and each utility owner (and the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the Project Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and will properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR will do all cutting, fitting, patching, and finishing of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the OWNER and the other contractors whose work will be affected. CONTRACTOR will promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

6.2 Progress Schedules. The OWNER will provide for coordination of the activities of the OWNER's own forces, of each separate City contractor, and of any other utility owners performing work in relation to the Work of CONTRACTOR, who will cooperate with them. CONTRACTOR will participate with the OWNER any other contractors retained by the OWNER, in reviewing their construction progress schedules when directed to do so. On the basis of such review, CONTRACTOR will make any revisions to the current approved Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed-upon progress schedules will then constitute the progress schedules to be used by CONTRACTOR, the OWNER, and any other contractor retained by the OWNER until subsequently revised.

6.3 Improper Timing or Delays. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

ARTICLE 7 – WARRANTIES

7.1 General Warranty. CONTRACTOR warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials for the duration of the General Warranty Period described below; will strictly conform to the requirements of the Contract; and will be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Contract. This general warranty is in addition to any other warranties expressed or implied by law, which are hereby reserved unto the OWNER.

7.1.1 General Warranty Period. The General Warranty Period will be two years from Final Completion of the project.

7.1.2 Duty to Correct. CONTRACTOR will correct any and all defects that defects in material and/or workmanship which may appear during the General Warranty Period, even if discovered after the General Warranty Period, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the OWNER, within a reasonable period of time, and to the OWNER's satisfaction.

7.1.3 General Warranty is Absolute. The only exceptions to the General Warranty will be defects or damage caused by abuse, modification or improper maintenance or operation by persons other

than CONTRACTOR or CONTRACTOR's Sub-contractors or Suppliers; or normal wear and tear under normal usage. In all other respects the General Warranty will be absolute.

7.2 Relation to Specific Correction Provisions and Other Remedies. CONTRACTOR's general warranty and any additional warranties are not limited by CONTRACTOR's obligations to specifically correct Defective/Nonconforming Work, nor are they limited by any other remedies provided in the Contract Documents. CONTRACTOR will also be liable for any damage to property or persons (including death), including consequential and direct damages, relating to any breach of the General Warranty or any additional or special warranties required of the CONTRACTOR by the Contract Documents.

7.3 Third Party Warranties. CONTRACTOR will obtain and assign or transfer to the OWNER, all product warranties available from manufacturers or Suppliers of materials to be used in the Project. CONTRACTOR will also obtain and assign or transfer to OWNER, any additional third party warranties as to materials or methods as specified in the Contract Documents. The OWNER's acceptance of any assigned warranties or guaranties will be a precondition to final payment and will not relieve CONTRACTOR of any of CONTRACTOR's guaranty or warranty obligations under this Contract.

ARTICLE 8 – DELAYS AND ADJUSTMENTS TO PROJECT TIME AND PROJECT PRICE

8.1 Delay. Delays are classified in one of the following categories:

8.1.1 An excusable delay is a delay caused by a Force Majeure event. An excusable delay may entitle CONTRACTOR to an extension of Project Time but not an increase in Project Price.

8.1.2 A compensable delay is a delay which is caused solely and exclusively by acts or omissions of the OWNER, excepting actions taken by the OWNER to protect the public health or safety or to conform to law. A compensable delay may entitle CONTRACTOR to both an extension of Project Time and an increase in Project Price.

8.1.3 An unexcused delay is any delay other than an excusable or compensable delay. An unexcused delay entitles CONTRACTOR to no adjustment to Project Time or Project Price.

8.2 Events Not Constituting a Delay. The following events will not be considered an excusable delay of any kind even though they are not anticipated by CONTRACTOR, not within CONTRACTOR's control, and are not reasonably foreseeable:

8.2.1 Events that pose no delay to scheduled items of Work .

8.2.2 Events that would not prevent CONTRACTOR from achieving Final Completion before the expiration of the Project Time, where CONTRACTOR may otherwise accelerate other items of Work without undue expense.

8.2.3 Weather, unless the weather is more severe than the adverse weather normally anticipated for the Project Site for the month in question, based on a generally accepted source of data such as the National Weather Service.

8.3 Notice of Delay Required. CONTRACTOR will provide written notice of any actual or prospective delay promptly, and in no event later than ten days after the occurrence of the event giving rise to such delay. In the case of a continuing delay, CONTRACTOR will provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice will contain all of the specific information required in the following Subsection.

8.4 Contents/Supporting Documents. CONTRACTOR's notice of delay will identify the work authorization(s) to which the notice applies. For each work authorization the notice will identify those portions of the current approved Progress Schedule affected by the delay and will include an estimate of

the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation will include, but is not limited to:

8.4.1 A written detailed statement of the reasons and causes for the delay;

8.4.2 Inclusive dates of the delay;

8.4.3 Specific trades and portions of the Work affected by the delay;

8.4.4 Status of Work affected before commencement of the delay;

8.4.5 If CONTRACTOR claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond CONTRACTOR's control, and without the fault or negligence of CONTRACTOR or the negligence of anyone for whose acts CONTRACTOR is responsible including any Sub-contractor or Supplier; and in the case of a compensable delay, was caused solely and exclusively by the acts or omissions of the OWNER (excepting actions taken by the OWNER to protect the public health or safety or to conform to law) or anyone for whose acts the OWNER is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.

8.5 Failure to Comply with Notice Requirements. The notice required by this Article operates as a condition precedent to the assertion of any claim for extension of Project Time, increase in Project Price, or damages by CONTRACTOR. If CONTRACTOR fails to give the OWNER timely written notice of a claim as required by this Article, CONTRACTOR will be deemed to have waived the claim, and the OWNER will have no further liability respecting the claim.

8.6 Review and Adjustment of Schedules. Upon receipt of a notice from CONTRACTOR of the occurrence of a delay complying with the requirements of this Article, the OWNER will review the current approved Progress Schedule applicable to the work authorization(s) referenced to determine (i) whether the delay is in fact an excusable or compensable delay, and (ii) whether any adverse effects of the delay can be overcome by an adjustment in the Progress Schedule, including the application of any unused "float" time available in the Schedule. The OWNER may require CONTRACTOR to submit a more detailed Progress Schedule than previously required in order to permit the OWNER to evaluate the delay. Based on such review, CONTRACTOR will, if required by the OWNER, submit for the OWNER's approval a revised Progress Schedule, which minimizes the adverse effects of the delay.

8.7 Limitation on Adjustments Due to Delays Generally. No extension of the Project Time or increase in the Project Price will be allowed for an unexcused delay. No extension of the Project Time or increase in the Project Price will be made to the extent that performance is, was or would have been suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible. No increase in the Project Price will be made to the extent performance was or would have been suspended, delayed or interrupted by another cause for which the OWNER is not solely and exclusively responsible.

8.8 Additional Limitations on Adjustments to Project Time Due to Delays. No extension of Project Time will be provided where, notwithstanding a Force Majeure event or other claimed delay, CONTRACTOR may achieve Final Completion within the Project Time through adjustments to the current approved Progress Schedule.

8.9 Additional Limitations on Adjustments to Project Price Due to Delays. Any obligation on the part of the OWNER to pay CONTRACTOR for compensable delay is solely intended to reimburse CONTRACTOR for actual expense arising out of the compensable delay. No consequential damages will be allowed to CONTRACTOR in connection with any claimed delays. Damages for compensable delay will be determined by the Force Account method set forth below.

8.9.1 Standby equipment costs will not be allowed during periods when the equipment would have otherwise been idle. Standby equipment time will not exceed more than eight hours per day, 40

hours per week, and 176 hours per month. Standby equipment costs will be paid at 50 percent of the applicable Rental Rate Blue Book rates and calculated by dividing the monthly rate by 176, multiplying the result by the number of standby hours and multiplying that number by the regional adjustment factor and the rate adjustment factor contained in the Blue Book. Operating costs will not be allowed.

8.10 No Damages are Due to CONTRACTOR for Prevention of Early Completion. CONTRACTOR represents that its Bid includes all costs, overhead and profit which may be incurred throughout the Contract Time, including the period between Substantial and Final Completion. Accordingly, CONTRACTOR may not make any claim for delay damages based in whole or in part on the premise that CONTRACTOR would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

8.11 Acceleration to Avoid Delays. If CONTRACTOR's progress is not maintained in accordance with the current approved Progress Schedule, or the OWNER determines that CONTRACTOR is not diligently proceeding with the Work or has evidence reasonably indicating that CONTRACTOR will not be able to conform to the current approved Progress Schedule, CONTRACTOR will, promptly and at no additional cost to the OWNER, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the OWNER thereof. Any extension of working hours requires approval of the OWNER, which will not be unreasonably withheld but may be subject to reasonable conditions including payment for additional or overtime services of the OWNER the Architect/Engineer and any other applicable consultants, testing or regulatory agency costs.

ARTICLE 9 – CHANGES

9.1 Materially Different Site Conditions. For purposes herein, "materially different site conditions" means conditions that are different from those indicated in the Contract Documents, that are reasonably unknown to the CONTRACTOR, given CONTRACTOR's experience in performing the services to be provided within the City of Daytona Beach, and CONTRACTOR's ability to inspect for site conditions prior to submitting a proposal for the work in question. CONTRACTOR may be entitled to an increase in Project Time or Contract Price in such instance, subject to the exclusions and conditions of that article including notice requirements.

9.1.1 Investigation and Determination. The OWNER will promptly investigate any alleged differing conditions as to the structure (but not as to the Site or subsurface conditions). If the OWNER finds that the conditions of the structure differ materially and require a change in the Work and cause an increase or decrease in CONTRACTOR's cost of, or time required for, performance of any part of the Work, the OWNER may make an adjustment in the amount payable to CONTRACTOR or the Contract Time, as applicable. If the OWNER determines that the conditions of the structure are not materially different or that no change in the terms of the Contract is justified, the OWNER will so notify CONTRACTOR in writing.

9.2 Constructive Changes and Disputed Adjustments.

9.2.1 Notice to the OWNER. CONTRACTOR will advise the OWNER in writing promptly and in no event later than ten days after (i) issuance of any interpretation, clarification, instruction, direction or order whether orally or in writing from either the OWNER, or (ii) the occurrence of any event or discovery of any condition (including any condition as provided in Section 9.1 and if applicable, 9.2), which CONTRACTOR believes or has reason to believe entitles CONTRACTOR to an increase in the amount payable to CONTRACTOR or an extension of the Project Time as set forth in the work authorization affected by such interpretation, clarification, instruction, direction, or order; and except in the case of an emergency involving possible loss of life or bodily injury or significant property damage, the required written notice will be provided prior to proceeding with the Project. Failure of CONTRACTOR to provide such notice constitutes an acceptance of the interpretation, clarification, instruction, direction, order, event, or condition without adjustment to the Project Price or the Project Time and a conclusive waiver of any claim relating to the same. In order to be valid, a claim for an adjustment of Project Price or Project Time must contain the specific adjustment requested and must be supported by a detailed explanation of

the basis for the claim. In addition to be valid, a claim for increase in Project Time must be supported by the documentation specified in Section 8.4 and a claim for an increase in the Project Price must be documented and calculated as specified in Section 10.3.1. Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of interpretation, clarification, instruction, direction or order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Project Price or the Project Time.

9.2.2 Disputed Adjustments. All disputed adjustments under this Contract will be determined in accordance with Section 10.3.1 if, as conditions precedent thereto, CONTRACTOR has timely provided all notices and objections required under the terms of the Contract.

ARTICLE 10 - CHANGE INSTRUMENTS

10.1 Introduction.

10.1.1 The OWNER may issue a Change Instrument to require changes in the Project without invalidating the Contract or work authorization.

.1 A Field Directive may be issued to require minor changes in the Project that, in the OWNER's view, do not change the scope of work, present a delay, or require an adjustment to Project Time or Project Price. Examples of such situations where Field Directives may be appropriate are unanticipated field conditions or unavailability of specified materials and equipment.

.2 All other changes to the Project will require the issuance of a Change Order issued in conformance with these General Conditions.

10.2 Change Order or Formal Amendment Required for Contract Time and Contract Price Adjustments. Adjustments to Project Time or Project Price will be granted only through a properly-issued Change Order or through a formal amendment to the Contract.

10.3 Change Orders Adjusting Contract Price.

All Change Orders adjusting Contract Price will be invalid unless approved as provided by the Purchasing Code, Chapter 30, Code of the City of Daytona Beach.

10.3.1 Basis for Contract Price Adjustment. Subject to any federal procurement standards that may apply if the Project is a federally funded project, in which case the standards will govern to the extent of conflict, a Change Order may provide for an adjustment in the Project Price based only on one of the following methods

.1 Unit Prices as stated in the Contract Documents.

.2 A fixed not-to-exceed or lump sum agreed to by the OWNER and CONTRACTOR and stated in the Change Order, properly itemized and supported by sufficient substantiating data to permit evaluation which will be limited to estimated costs of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of 10% if the Work is performed by CONTRACTOR, or 5% if the Work is performed by a Sub-contractor. The Sub-contractors' overhead and profit in turn will not exceed 10%. The total percentage of overhead and profit payable by the OWNER (to both CONTRACTOR and all sub tier Sub-contractors), regardless of the sub-tier which performs the work, will not exceed 15%.

.3 Actual costs, properly itemized, plus a profit factor, using the Force Account method set forth in Section 10.3.2.

.4 In the absence of an agreement between the OWNER and CONTRACTOR, the OWNER will determine the amount of the Project Price Adjustment using any of the methods outlined in Subsections 10.3.1.1 – 10.3.1.3, above, whichever will result in the lowest cost to the OWNER.

.5 No cost will be included in a Change Order for time spent preparing the Change Order, nor will costs be included for an estimate of time to negotiate the Change Order costs for machinery, tools, or equipment.

10.3.2 Force Account Method for Contract Price Increases. Before using the Force Account method provided for herein, the OWNER and CONTRACTOR agree to negotiate a Change Order using the other methods identified in Subsection 10.3.1, above, as appropriate, to determine the adjustment in the Project Price. If neither of these methods can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Project Price, then the change in the Work will be performed by a Change Order using the Force Account method, and payment will be made as follows:

.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to 15% of the sum thereof as compensation for CONTRACTOR's and any effected Sub-contractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Sub-contractor(s) for organization or overhead expenses. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 15% compensation provided above, for CONTRACTOR's and any effected Sub-contractor's cost of premiums on liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by the OWNER.

.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to 20% thereof as compensation for CONTRACTOR's and any effected Sub-contractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by the OWNER and CONTRACTOR, the OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. If the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four hours of the day. If the equipment is idle more than four hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Sub-contractor's overhead and profit. The OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in this Paragraph for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

.4 The compensation provided for herein, will be received by as payment in full for work done pursuant to the Change Order and will include use of small tools, and total overhead expense and profit. CONTRACTOR and the OWNER will compare records of

work done by Change Order at the end of each day. Copies of these records will be made upon forms provided for this purpose by the OWNER and signed by both the OWNER and CONTRACTOR, with one copy being retained by the OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two working days of presentation does not invalidate the accuracy of the record.

10.4 Payment for Work Covered by Change Order. Additional monies due CONTRACTOR pursuant to a valid Change Order providing for an adjustment to the Project Price, will be paid for in accordance with the Progress Payment schedule established in the work authorization, in which case payment will be subject to retainage requirements set forth in the Contract; or at the time of Final Payment.

10.5 Absence of Proposed Adjustments. If a Change Instrument is silent as to any adjustment to the Project Price or Project Time, it will be conclusively presumed that none is intended and none will be allowed unless CONTRACTOR files an objection as and when specified in the following Subsection.

10.6 Action upon Receipt of Change Instrument. Upon receipt of a Change Instrument, CONTRACTOR will promptly proceed with the change in the Project involved.

10.6.1 CONTRACTOR will advise the OWNER in writing, promptly and in any event no later than ten days after issuance of the Unilateral Change Instrument, of CONTRACTOR's objection (i) to the amount or method, if any, provided for in the Change Instrument for adjustment to Project Price or Project Time, or (ii) to the absence of any adjustment to the Project Price or Project Time. In order to be valid, a claim for an adjustment of Project Price or Project Time, must contain the specific adjustment requested, must be supported by a detailed explanation of the basis for the claim. In addition to be valid, a claim for increase in Project Time must be supported by the documentation specified in Subsection 8.4 and a claim for an increase in the Contract Price, must be documented and calculated as specified in Subsection 10.3. **Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of the Unilateral Change Order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Project Price or Project Time.**

10.7 Waiver of Claim. Except for emergencies involving possible loss of life or bodily injury or significant property damage, CONTRACTOR's commencement of the Work that is subject to a Change Instrument will constitute a complete waiver by CONTRACTOR as to such claim regardless of whether CONTRACTOR has within the ten-day period notified the OWNER of a claim consistent with the requirements of Subsection 10.6.1.

10.8 OWNER's Right to Use Third Parties for Additional Work. If the OWNER and CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another CONTRACTOR and such work will be considered "Other Work."

10.9 OWNER's Right to Accelerate Schedule. The OWNER reserves the right to issue a Change Instrument to accelerate the Work which may be subject to an appropriate adjustment, if any, in the Project Price. If the OWNER requires an acceleration of the Project Schedule and no adjustment is made in the Project Price, or if CONTRACTOR disagrees with any adjustment made, any claim an adjustment must comply with the requirements of Subsection 10.6.1 or be deemed to be conclusively waived.

ARTICLE 11 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL AND ACCEPTANCE OF DEFECTIVE WORK

11.1 Access to Work. The OWNER, including the Contract Administrator and other employees and agents, independent testing laboratories, and governmental agencies having jurisdiction, will each have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR will provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

11.2 The OWNER May Stop the Work.

11.2.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the Work will not give rise to any duty on the part of the OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

11.2.2 If CONTRACTOR fails to correct Defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, will not stop calendar or Working Days charged to the Project.

11.3 Correction or Removal of Defective Work. If required by the OWNER, CONTRACTOR will promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective. CONTRACTOR will correct or remove and replace Defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of Defective Work. CONTRACTOR will pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

11.4 Correction Required. If within the Warranty Period, or such longer period of time as may be prescribed by Legal Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work, including Work performed after the Substantial Completion date, is found to be defective, CONTRACTOR will promptly, without cost to the OWNER and in accordance with the OWNER's written instructions:

11.4.1 Correct such Defective Work, or, if it has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective, and

11.4.2 Satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the Defective Work.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

11.5 Coordination with OWNER. If correction of Defective Work will affect the function or use of the facility, CONTRACTOR will not proceed with correction of Defective Work without prior coordination and approval of the OWNER.

11.6 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, the OWNER decides to accept it, the OWNER may do so. CONTRACTOR will pay all claims, costs, losses and damages attributable to the OWNER's evaluation of and determination to accept such Defective Work. For purposes of this Section, the OWNER's acceptance of sample materials or equipment will not be deemed to be acceptance of Defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the OWNER for the diminished value of the Defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid

by CONTRACTOR to the OWNER after a calculation by the OWNER of the diminution in value of the Defective Work.

11.7 The OWNER May Correct Defective Work. If CONTRACTOR fails within a reasonable time after written notice of the OWNER to correct Defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Contract Administrator, significant progress has not been made during this seven-day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, the OWNER will proceed expeditiously. In connection with such corrective and remedial action, the OWNER may exclude CONTRACTOR from all or part of Project Site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR will allow the OWNER, its agents and employees, the OWNER's other contractors, access to Project Site to enable the OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by the OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR will not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by the OWNER of the OWNER's rights and remedies hereunder.

11.8 CONTRACTOR Remains Responsible for the Work. The following will not be deemed to be a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

11.8.1 Any acceptance by the OWNER or any failure to do so;

11.8.2 Any correction of Defective Work by the OWNER.

ARTICLE 12 – PROGRESS PAYMENTS, PARTIAL UTILIZATION AND FINAL COMPLETION

12.1 General Method of Payment. For each work authorization, payment of the Project Price will be made in a series of Progress Payments and after Final Completion, a Final Payment, in accordance with this Article.

12.1.1. If CONTRACTOR is required by the work authorization to provide a payment or performance bond, no payment will be made unless and until CONTRACTOR records the bonds and provides the OWNER certified copies of the recorded bonds in accordance with Florida Statutes Section 205.05(b).

12.2 Application for Payment. CONTRACTOR may submit to the OWNER, no more than once a month and no sooner than 30 days following commencement of the Work, an application for payment for those portions of the Work completed as of the date of the application. The OWNER may, by notice, designate a specific day of each month for submission of the application for payment. Each application for payment will be in a form acceptable to the OWNER, and will include the following documents:

12.2.1 Unless the Contractor has provided payment and performance bonds and recorded them in the public records as provided in Florida Statutes Section 205.05, releases of liens from subcontractors or suppliers.

12.2.2 CONTRACTOR's written certification (i) as to the value of the Work completed, and (ii) that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; and

12.2.3 If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at Project Site or at another location agreed to in writing, the application for payment by such bills of sale, data and other procedures satisfactory to the OWNER substantiating the OWNER's title to such materials or equipment or otherwise protecting the OWNER's interest.

Each application for payment will be deemed to be a warranty and guarantee by CONTRACTOR that title to all Work, materials and equipment covered by the application, whether incorporated in the Project or not, will pass to the OWNER free and clear of all liens no later than the time of payment to CONTRACTOR.

12.3 Review of Application for Payment. As soon as practicable after receipt of an application for Payment, and within the 10-day period following receipt of the application as provided by the Prompt Payment Act, the OWNER will approve, partially approve, or reject the application. The OWNER will provide written notice if payment is rejected or partially rejected, specifying the deficiency in the application for payment and the action necessary to make the request proper. In addition to rejecting payment of all or a portion of the application for failure to comply with submittal requirements referenced above, the OWNER will have the right to reject all or a portion of the application for any of the following reasons:

12.3.1 Defective Work not remedied;

12.3.2 Third party Claims filed or reasonable evidence indicating probable filing of such Claims;

12.3.3 Unless Contractor has provided payment and performance bonds and complied procedurally with Florida Statutes Section 205.05, failure of CONTRACTOR to make payments properly to Sub-contractors and suppliers or for labor, materials, or equipment;

12.3.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Project Price;

12.3.5 Damage to the OWNER, another contractor, or to another property owner;

12.3.6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

12.3.7 Failure of CONTRACTOR to submit and update a Progress Schedule in accordance with the Contract Documents;

12.3.8 Failure of CONTRACTOR to maintain a record of changes on drawings and documents;

12.3.9 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up; or

12.3.10 CONTRACTOR's failure to comply with any provision of the Contract Documents.

If any portion of the application is rejected the OWNER will provide CONTRACTOR a written notice as to the reasons for rejection, within the time frame provided in the Prompt Payment Act. CONTRACTOR will then make the necessary corrections and re-submit the application or portion of application rejected.

12.4 Progress Payments. The OWNER will make payment on an approved or partially approved application, less amounts set aside for retainage within the deadlines provided by the Prompt Payment Act. If CONTRACTOR and the OWNER disagree on the basis or amount of the payment, or if CONTRACTOR is unwilling to make the necessary corrections or modifications and re-submit the Request as to those items rejected by the OWNER, then the OWNER may approve and process the Request by making such adjustments thereto as the OWNER deems appropriate so that CONTRACTOR receives without delay, payment of the amount determined by the OWNER to have been earned and owing to CONTRACTOR.

12.5 Amounts Withheld from Progress Payments. Unless otherwise specified in the work authorization, the OWNER will withhold an amount from each such approved progress payment, retainage in an amount determined pursuant to the Prompt Payment Act, which as of the Effective Date provides for a 10% retainage until 50-Percent Completion, and a 5% retainage thereafter.

Subject to any limitations that may be imposed by the Prompt Payment Act if applicable, the OWNER will hold all retainage until Final Payment. However, if the Work is near Substantial or Final Completion and delay occurs due to no fault or neglect of CONTRACTOR, the OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at the OWNER's option, may be relieved of the obligation to complete the Work and thereupon, CONTRACTOR will receive payment of the balance due for the work completed and accepted, subject to the conditions applicable to OWNER's termination of work without cause.

12.6 Delayed Payments. Should the OWNER fail to make payment to CONTRACTOR of the amount approved for any application for payment within the time frames provided in the Prompt Payment Act, the OWNER will pay to CONTRACTOR, in addition to amount approved, interest thereon at the rate specified in the Act, from date due until fully paid, which will fully liquidate any injury to CONTRACTOR growing out of such delay in payment.

12.7 Substantial Completion.

12.7.1 When CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, CONTRACTOR will notify the OWNER and request a determination as to whether the Work or designated portion thereof is substantially complete. If the OWNER does not consider the Work substantially complete, the OWNER will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR will then submit another request for the OWNER to determine Substantial Completion. If the OWNER considers the Work substantially complete, the OWNER will prepare and deliver a certificate of Substantial Completion which will establish the date of Substantial Completion, will include a punch list of items to be completed or corrected before Final Payment, will establish the time within which CONTRACTOR will finish the punch list, and will establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. The Work will not be deemed to be substantially or finally complete until any certificates of occupancy required to occupy the Project are issued. The OWNER and CONTRACTOR will both sign the certificate of Substantial Completion, to evince acceptance of the responsibilities assigned to them in such certificate.

12.8 Final Inspection and Final Completion. CONTRACTOR will provide the OWNER the Notice of Completion sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction of all Punch List Work before the Completion Date. Upon receipt of CONTRACTOR's Notice of Completion, the OWNER will make a review of the Work and notify CONTRACTOR in writing of all Punch List Work, if any, to be completed or corrected. Following CONTRACTOR's completion or correction of all Punch List Work, the OWNER again review the Work and prepare and deliver to CONTRACTOR either a written notice of additional Punch List Work to be completed or corrected or a written Certificate of Final Completion, signifying final acceptance of the Work.

12.8.1 If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, at the OWNER's option the OWNER may issue a Certificate of Final Completion on the condition that CONTRACTOR executes a re-vegetation letter, with letter of credit or other guarantee in form and amount satisfactory to the OWNER, to ensure completion of this item. This Work will be accomplished within 30 days of the date of Final Completion of the Work. When permanent erosion control has been established, the OWNER will initiate an inspection for final acceptance of the erosion controls. If the re-vegetation is not completed within the 30 days, the OWNER, at its option, may complete the Work using the posted guarantee.

12.8.2 In all other instances, the OWNER will only be obligated to issue a Certificate of Final Completion accepting the Work as finally complete, when the whole and all parts thereof will have been completed to the satisfaction of the OWNER in full compliance with this Contract and the work authorization.

12.9 Final Application for Payment. As soon as practical after the OWNER's issuance of the Certificate of Final Completion, CONTRACTOR will submit to the OWNER a properly completed application for Final Payment in the form approved or provided by the OWNER. The application will include or attach the following:

12.9.1 As-builts of completed lines.

12.9.2 Unless Contractor has provided payment and performance bonds and procedurally complied with Florida Statutes, Section 205.05:

.1 Legally effective final releases or waivers of liens from CONTRACTOR, and from all Sub-contractors which performed services for CONTRACTOR and all Suppliers of material or equipment to CONTRACTOR;

.2 An affidavit that all of CONTRACTOR's debts, and claims, including from all Sub-contractors, Sub-contractors, and Suppliers in connection with the Work, have been paid or otherwise satisfied;

12.9.3 Complete and legally effective releases or waivers satisfactory to the OWNER of all claims other than claims of Sub-contractors and Suppliers, filed in association with the Work;

12.9.4 The consent of the surety, if any, to final payment;

12.9.5 Non-Use of Asbestos Affidavit (After Construction);

12.9.6 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period; and

12.9.7 Any other documentation required pursuant to the Contract Documents.

12.10 If Final Application is Rejected. If the OWNER rejects the request for Final Payment, the OWNER will provide CONTRACTOR written notice stating the reasons therefore within the time required by the Prompt Payment Act.

12.11 Final Payment; Waiver of Claims. Final Payment will be deemed to have taken place when CONTRACTOR or any of its representatives negotiates the OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return. The making and acceptance of Final Payment will constitute:

12.11.1 A waiver of claims by the OWNER against CONTRACTOR, except claims arising from unsettled claims, from Defective Work appearing after final inspection, from failure to comply with the

Contract Documents or the terms of any warranty specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

12.11.2 A waiver of all claims by CONTRACTOR against the OWNER other than those which were made in writing through the date that the check for final payment was issued and which are unsettled.

12.12 Partial Final Payment in Extenuating Circumstances. If the OWNER determines that after CONTRACTOR has achieved Substantial Completion, Final Completion is materially delayed through no fault of CONTRACTOR, the OWNER may without terminating this Contract, make payment of balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing Final Payment, except that it will not constitute a waiver of claims by the OWNER, and will not cause a transfer of title or relieve CONTRACTOR for responsibility for the Substantially Completed Work.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.1 The OWNER May Suspend Project Without Cause. At any time and without cause, the OWNER may suspend any or all of the Work or any portion thereof, including any or all Projects, for a period of not more than 90 days by written notice to CONTRACTOR which will fix the date on which such Work will be resumed. CONTRACTOR will resume such Work on the date so fixed. CONTRACTOR will be allowed an adjustment in the Project Price or an extension of the Project Time, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim for such an adjustment as provided herein.

13.2 The OWNER May Terminate Without Cause. Upon seven days' notice to CONTRACTOR, the OWNER may, without cause and without prejudice to any right or remedy of the OWNER, elect to terminate one or more work authorizations or the Contract in its entirety. In such case, CONTRACTOR will be paid for completed and acceptable Work executed in accordance with the Contract Documents and work authorizations prior to the date of termination, and, unless the Contract is for unit prices, the following:

13.2.1 For reasonable demobilization costs;

13.2.2 For reasonable anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity; and

13.2.3 For all claims incurred in settlement of terminated contracts with Sub-contractor and others, including for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity. CONTRACTOR agrees to negotiate in good faith with Sub-contractor and others to mitigate the OWNER's cost.

13.3 The OWNER May Terminate With Cause.

13.3.1 Upon the occurrence of any one or more of the following events:

- .1** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents or work authorization(s);
- .2** if CONTRACTOR disregards Legal Requirements;
- .3** if CONTRACTOR disregards the authority of the Contract Administrator or the City Manager;
- .4** if CONTRACTOR makes fraudulent statements;

- .5 if CONTRACTOR fails to maintain a work force adequate to accomplish one or more Projects within the Project Time(s);
- .6 if CONTRACTOR fails to make adequate progress and endangers successful completion of one or more Projects; or
- .7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents or work authorizations;

The OWNER may, after giving CONTRACTOR (and the surety, if any) seven days notice terminate the Contract or one or more work authorizations issued pursuant to the Contract. The OWNER, at its option, may proceed with negotiation with the surety (if any) for completion of one or more Projects and terminate other Projects. Alternatively, the OWNER may under these circumstances exclude CONTRACTOR from one or more Project Sites and take possession of the Project (without liability to CONTRACTOR for trespass or conversion), incorporate in the Project all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Project as the OWNER may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment under the work authorization until the Project is finished. If the unpaid balance of the Project Price exceeds all claims, costs, losses and damages sustained by the OWNER arising out of or resulting from completing the Project, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or to the extent applicable the surety will pay the difference to the OWNER. If a termination for cause is found to be wrongful, the termination will be converted to a termination without cause, and CONTRACTOR's remedy for wrongful termination is limited to the recovery of the payments permitted for termination without cause.

13.3.2 Where CONTRACTOR's services have been so terminated by the OWNER, the termination will not affect any rights or remedies of the OWNER against CONTRACTOR and surety then existing or which may thereafter accrue, including any such rights under other work authorizations. Any retention or payment of moneys due CONTRACTOR by the OWNER will not release CONTRACTOR from liability.

13.4 CONTRACTOR May Stop Work or Terminate. If through no act or fault of CONTRACTOR, the Project is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or (except during disputes) the Contract Administrator fails to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER fails for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, then CONTRACTOR may, upon seven days' written notice to the OWNER, and provided the OWNER does not remedy such suspension or failure within that time, terminate the work authorization and recover from the OWNER payment on the same terms as provided in Section 13.2, above. In lieu of terminating the work authorization and without prejudice to any other right or remedy, if (except during disputes) the Contract Administrator has failed to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER has failed for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, CONTRACTOR may upon seven days' written notice to the OWNER stop the Project until payment of all such amounts due CONTRACTOR under the work authorization, including interest thereon. The provisions of this Section are not intended to preclude CONTRACTOR from making a Claim for an increase in Project Price or Project Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Project as permitted by this Section.

13.5 Discretionary Notice to Cure. In its complete discretion, the OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety (if any) to cure any of the conditions outlined in Section 13.3.1 and/or an anticipatory breach of contract and, if required by the OWNER, to attend a meeting with the OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or

commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR will prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR's report will be delivered to the OWNER at least three days prior to any requested meeting with the OWNER and surety.

13.6 Bankruptcy. If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR's insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, the OWNER may demand CONTRACTOR or its successor in interest provide the OWNER with adequate assurance of CONTRACTOR's future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to the OWNER's reasonable satisfaction within ten days of such a request, the OWNER may terminate the Contract for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, the OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the balance of the Project Price otherwise due to CONTRACTOR.

13.7 Duty to Mitigate. If the OWNER terminates this Contract or suspends CONTRACTOR's work on one or more Projects, CONTRACTOR agrees to and will take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

13.8 Responsibility during Demobilization. While demobilizing, CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the Project Site and other property of the OWNER or others at the Project Site.

13.9 CONTRACTOR to Remove Equipment. In the case of termination of this Contract or any work authorization before completion for any cause whatsoever, CONTRACTOR, if notified to do so by the OWNER, will promptly remove any part or all of his equipment or supplies from the Project Site(s) affected; failing to, the OWNER will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

13.10 CONTRACTOR to Clean Up Project Site. If either OWNER or CONTRACTOR terminates this Contract or any Project before Substantial or Final Completion, CONTRACTOR will leave the Project Site(s) affected in a clean condition as if Final Completion had been achieved, unless OWNER directs otherwise; and if CONTRACTOR fails to comply clean up all such Project Sites as required, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

ARTICLE 14 - DISPUTE RESOLUTION

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

14.1 Negotiations Required. A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

14.2 Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the Section 14.1 procedure proves unsuccessful, or if the Parties mutually waive the Section 14.1 procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact

gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

End of General Conditions

**Exhibit D, consisting of the RFP and Proposal, is
on file in the Office of the City Clerk**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2013

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 Lockton Companies, LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1347989 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield MO 63005	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company (64)		23035
	INSURER B: Liberty Insurance Corporation (64)		42404
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES INSTE02

CERTIFICATE NUMBER: 12389546

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	N	TB2-641-004218-032	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 2,000,000
A	☒ COMMERCIAL GENERAL LIABILITY			BROAD FORM PD/CONTRACTUAL PER PROJECT AGG. CAP \$20M			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	☒ Independent Contractor						PERSONAL & ADV INJURY \$ 2,000,000
	☒ XCU						GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY	Y	N	AS2-641-004218-022	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	☐ SCHEDULED AUTOS						\$ XXXXXXXX
	☐ NON-OWNED AUTOS						EACH OCCURRENCE \$ XXXXXXXX
	UMBRELLA LIAB			NOT APPLICABLE			AGGREGATE \$ XXXXXXXX
	EXCESS LIAB						\$
	☐ OCCUR						
	☐ CLAIMS-MADE						
	☐ DED						
	☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N	WA7-64D-009004-442	7/1/2012	7/1/2013	☒ WC STATUTORY LIMITS ☐ OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	WC7-641-004218-012 (WI & OR)	7/1/2012	7/1/2013	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: CIPP TERM SERVICES CONTRACT 0113-1010. CITY OF DAYTONA BEACH, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS WHERE APPLICABLE BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. **SEE ATTACHED ENDORSEMENTS**

CERTIFICATE HOLDER

CANCELLATION See Attachment

12389546

CITY OF DAYTONA BEACH
301 SOUTH RIDGEWOOD AVENUE
DAYTONA BEACH FL 32114

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

Policy Number **TB2-641-004218-032**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with Company"		60

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with company"		60

All other terms and conditions of this policy remain unchanged.

Policy No: AS2-641-004218-022 Issued By: Liberty Mutual Fire Insurance Company
Effective Date: 7/1/2012
Expiration Date: 7/1/2013
Sales Office:

Endt Serial No:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with Company"		60

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WC7-641-004218-012

Effective Date 7/1/2012

Premium \$

Issued to





THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

R13-168
#141800

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

March 13, 2017

Insituform Technologies, LLC
Ms. Diane Partridge, Contracting & Attesting Officer
17988 Edison Ave.
Chesterfield, MO 63005

Re: Contract 0113-1010
2013 Cured in Place (CIPP) Pipe Rehabilitation Services

Dear Ms. Partridge:

The subject contract is due to expire on July 7, 2017. Section 2 of the contract provides for renewal of the contract for up to four renewals of 1 year each, upon mutual agreement.

The City wishes to renew the contract for one year, from July 8, 2017 to July 7, 2018. This is the 4th and final renewal for the above referenced contract.

Please indicate your agreement to renew the contract at the same terms and conditions below. Upon your signature and return of this letter to the City.

Please return the signed letter to the Purchasing Agent, Joanne Flick, at the address above.

We look forward to continuing to work with Insituform during the coming contract year.

Sincerely,

James V. Chisholm, City Manager

Approved by Insituform Technologies, LLC:

Vendor:

Signature

Printed Name: Diane Partridge

Date: March 20, 2017

Title: Contracting and Attesting Officer

* Signature:

Attest:

Letitia LaMagna, City Clerk

Date:

3-30-17

Approved as to legal form:

By:

Robert Jagger, City Attorney

658/2

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-187
Award of Bid #17-21 - EZ-Go Division of Textron
Interfund Loan Approval - Golf Course

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-187

SYNOPSIS: On September 27, 2017, the City of Fernandina Beach issued Invitation to Bid (ITB) #17-21 to solicit bids for the purchase of golf carts. The request for sealed responses was advertised in accordance with City purchasing policies and procedures. On October 18, 2017, three proposals were received.

The most responsive bid was determined to be from EZ-Go Division of Textron with a total cost of \$337,786.80 and a Trade-In Allowance of \$141,600.00. Although EZ-Go was not the lowest net cost supplier, they provide a superior warranty and have a higher residual value after forty-eight months.

The attached Resolution awards ITB #17-21 to EZ-Go Division of Textron and approves an interfund loan from the Wastewater Fund to the Golf Course Fund for the purchase of the golf carts.

FISCAL IMPACT: The Golf Fund budget includes \$350,000 for the purchase of eighty new golf carts in the FY 2017/2018 budget in the Machine/Equipment account 410 56400. The proposal from EZ-Go is \$337,786.80. The Golf Fund anticipated an interfund loan in the amount of \$200,000 in the FY 2017/2018 budget. The Wastewater Fund will enjoy the 3.75% interest income on their investment.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-187.

Steve Murphy, General Manager 11/01/2017

Dale Martin, City Manager 11/08/2017

Tammi E. Bach, City Attorney 11/13/2017

Date: October 30, 2017

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2017-187

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID #17-21 TO EZ-GO DIVISION OF TEXTRON FOR THE PURCHASE AND TRADE OF GOLF CARTS; APPROVING AN INTERFUND LOAN TO THE GOLF COURSE IN THE AMOUNT OF \$200,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the golf carts at the City Golf Course are more than five years old and standard operating procedures recommend they be replaced before maintaining them becomes too costly; and

WHEREAS, the City advertised Invitation to Bid #17-21 for Gasoline Powered Golf Carts, and three proposals were received and opened on October 18, 2017; and

WHEREAS, the most responsive bid was determined to be from EZ-Go Division of Textron with a total cost of \$337,786.80 and a Trade-In Allowance of \$141,600.00. Although EZ-Go was not the lowest net cost supplier, they provide a superior warranty and have a higher residual value after forty-eight months; and

WHEREAS, funding in the amount of \$350,000 is included in the FY 2017/2018 Golf Fund budget in the Machine/Equipment account, 410 56400; and

WHEREAS, the City Comptroller investigated financing options for the golf cart purchase and recommends an interfund loan in the amount of \$200,000 at a 3.75% interest rate (Three Year Treasury plus 2%) from the Wastewater Fund for thirty-six months.

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 trade and purchase of seventy-eight gasoline powered golf carts for eighty gasoline powered golf carts from EZ-Go as per their proposal, attached hereto as Exhibit "A".

SECTION 2. The City Commission hereby authorizes an interfund loan from the Wastewater Fund to the Golf Course in the amount of \$200,000 at 3.75% interest rate.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this transaction, upon review and approval of the City Attorney.

SECTION 4. This Resolution shall be effective immediately upon passage.

ADOPTED this 21st day of November, 2017.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS

EXHIBIT A

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for (80) **GASOLINE POWERED GOLF CARTS FOR THE CITY GOLF COURSE.**

The City will receive sealed bids at the location stated below not later than **10:00am, Wednesday, October 18, 2017.**

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB # 17-21** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB# 17-21**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet/Bid Form** (**1 original, 3 copies, 1 electronic copy, CD or thumb drive**), hereto attached as "**Exhibit A**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Conflict of Interest**", herein provided as "**Exhibit E**", "**Non-Collusion Affidavit**", herein provided as, "**Exhibit F**", "**Dispute Disclosure Form**", herein provided as "**Exhibit G**" and "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit H**".

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

SCOPE OF WORK

To purchase eighty (80) new 2017 Gasoline Powered Golf Carts. All golf carts are to be delivered not later than 30 days after the bid award, to City of Fernandina Beach Golf Course, 2800 Bill Melton Road, Fernandina Beach, FL 32034.

All golf carts shall be functional with all accessories at time of delivery. All golf carts shall meet or exceed the following specifications:

Power Source	4 cycle gas engine, low emission
Transmission	Forward and Reverse – reverse warning system
Suspension	Front independent – rear leaf spring – SEE ATTACHED SPECIFICATION SHEET
Speed	Not to exceed 15mph
Ignition	Electronic with 3 keys per cart
Tires	4 ply 18x8.50x8
Wheels	Steel
Wheel Covers	Silver
Windshield	Fold down clear
Body	Thermal plastic or equal
Color	White or light colored
Canopy	Tan
Bag Rack	Stand up 2 bags per cart
Cup Holder	Minimum 2 each per cart
Info Holder	Minimum 2 each per cart
Sweater Basket	1 per cart
Numbered	2 numbers per cart
Sand/seed dispenser	Mounted 1 bucket and 1 bottle
Bag Cover	1 per cart
Club Logos	1 per cart
Beverage Cart	4 cycle gas engine low emission
Range Picker Cart	With ball pick gang

Please specify Manufacturer being Quoted: E-Z-Go

Please specify Model Number being Quoted: TXT Gas

Total of 78 golf carts for trade-in credit: \$141,600.00

Delivery: To be delivered not later than 30 days after the bid award. Pricing to include delivery and set up at City of Fernandina Beach Golf Course

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Bid Package

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and Onvia DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weaks, Purchasing Agent, wweaks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Wanda Weaks, wweaks@fbfl.org.

Department	Contact	Email	Phone
Golf Course	Steve Murphy, General Manager	smurphy@fbfl.org	(904) 310-3178

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and Onvia DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening.

If there is an Addendum it becomes part of the original Bid or RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have an affirmative action program.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

**GENERAL CONDITIONS OF INVITATION TO BID
"GENERAL"**

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
- c. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BID

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

3. REJECTION OF BID

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BID

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BID

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as Exhibit "D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

- a. If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- b. If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- c. If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- d. If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION-GENERAL

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR 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 CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR'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 CONTRACTOR/VENDOR against the CITY and CONTRACTOR/VENDOR 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

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 - 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella / Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing.
<https://www.epls.gov/epls/search.do>. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS

EXHIBIT "A"

CONTACT SHEET/BID FORM

BID PROPOSAL 80 GOLF CARTS \$ 337,786⁸⁰ TOTAL (80)
To include delivery and set up

UNIT PRICES

TXT Gas - \$3,917⁰⁰
Beverage
Cart - \$14,053⁵⁰
Range
Picker - \$10,373³⁰

TO BE DELIVERY BY: Within 30 days of BID AwardName: E-Z-GO Division of Textron Inc.Federal Taxpayer ID: 05-0315468Mailing Address: 1451 Marvin Griffin RoadCity, State, & Zip Code: Augusta, GA 30906Telephone: (706) 798-4311 Fax: N/AEmail: c.bahler@textron.comSubmitted By: Cameron BahlerTitle: Territory Sales ManagerFIRM Accepts Credit Cards*: ☒ Yes ☐ No

Accounting Contact:

Name: Cameron Jones Title: Portfolio ManagerEmail Address: c.jones.02@textron.com Phone: (706) 771-4680

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON

PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for E-2-60 Division of Textron Inc.
2. This sworn statement is submitted by (entity) E-2-60 Division of Textron Inc. whose business address is 1451 Marvin Griffin Road and (if applicable) Federal Employer Identification Number (FEIN) is 05-03154108 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Rusty McGehee and my relationship to the entity named above is DIRECTOR, COMPLIANCE & CONTRACTS
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Paul McCall

Signature

10-13-17
Date:

GEORGIA

STATE OF ~~FLORIDA~~

COUNTY OF Richmond

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13th day of OCT, 2017, and is personally known to me, or has provided Self as identification.

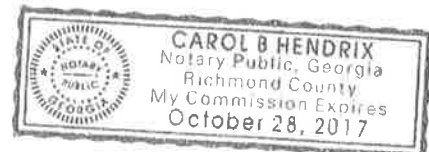
Carol B. Hendrix
Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION



**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: E-Z-GO Division of Textron Inc.

CITY: Augusta STATE: GA ZIP CODE: 30906

SIGNATURE: Rusty McGahar PHONE: (706) 796-4536

NAME (TYPED OR PRINTED): Rusty McGahar TITLE: DIRECTOR, Compliance & CONTRACTS

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: # 17-21

Project Description: Eighty (80) Gasoline Powered Golf
Carts For The City Golf Course

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: E-Z Go Division of Textron Inc.

Authorized Signature: Theresa McDaniel

Title: DIRECTOR, COMPLIANCE & CONTRACTS

Date: 10-13-17

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Rusty McGhee Title: DIRECTOR, COMPLIANCE & CONTRACTS

Signature: Rusty McGhee Date: 10/13/17

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for E-2-GO Division of Textron Inc.

This sworn statement is submitted by (entity) E-2-GO Division of Textron Inc. whose business address is 1451 Marvin Griffin Road Augusta, GA 30906 and (if applicable) Federal Employer Identification Number (FEIN) is 05-0315468 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Rusty McGaherty and my relationship to the entity named above is E-2-GO Division of Textron Inc.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Rusty McGaherty

Signature

Date:

10/13/17

STATE OF GEORGIACOUNTY OF Richmond

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

by me, affixed his/her signature at the space provided above on this 13th day of OCT, 2017, and is personally known to me, or has provided SELF as identification.

Carol B. Hendrix
Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for EZ-GO Division of Textron Inc.

This sworn statement is submitted by (entity) EZ-GO Division of Textron Inc. whose business address is 1451 Marvin Griffin Road Augusta, GA 30906 and (if applicable) Federal Employer Identification Number (FEIN) is 05-0315408 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Tusty McGaher and my relationship to the entity named above is DIRECTOR, COMPLIANCE, CONTRACTS

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

60061A
STATE OF FLORIDA
COUNTY OF Richmond

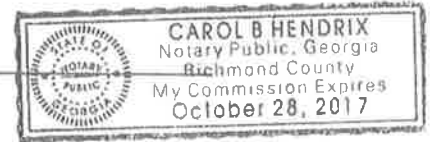
[Signature] 10/13/17
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

by me, affixed his/her signature at the space provided above on this 13th day of OCT, 2017, and is personally known to me, or has provided SELF as identification.

Carol B. Hendrix My Commission expires: _____
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #17-21
EIGHTY (80) GASOLINE POWERED GOLF CARTS**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

E-Z-GO Division of Textron Inc

Firm

10/13/17

Date

Rusty McGaher

Authorized Signature

Rusty McGaher

Printed or Typed Name and Title

DIRECTOR COMPLIANCE

CONTRACTS

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH BID OPENING**ITB #17-21 Eighty (80) Gasoline Powered Golf Carts****Oct 17, 2017 Bid Opening**

DATE/ TIME	COMPANY NAME	EXHIBIT A-H	BID AMOUNT	TRADE-IN ALLOWANCE	NET BID
10/18/2017 9:26AM	EZ-GO DIVISION OF TEXTRON	X	\$337,786.80	-141,600.00	\$196,186.80
10/18/2017 9:23AM	YAMAHA GOLF CART COMPANY	X	\$341,804.00	-165,750.00	\$176,054.00
10/17/2017 1:08pm	CLUB CAR OF JACKSONVILLE	X	\$393,567.60	-177,721.00	\$215,846.60

CITY OF FERNANDINA BEACH BID OPENING

ITB #17-21 Eighty (80) Gasoline Powered Golf Carts

Oct 18, 2017 Bid Opening

DATE/ TIME	COMPANY NAME	EXHIBIT A-H	BID AMOUNT	TRADE-IN ALLOWANCE	NET BID
10/18/2017 9:26AM	EZ-GO DIVISION OF TEXTRON	X	\$337,786.80	-141,600.00	\$196,186.80
10/18/2017 9:23AM	YAMAHA GOLF CART COMPANY	X	\$341,804.00	-165,750.00	\$176,054.00
10/17/2017 1:08pm	CLUB CAR OF JACKSONVILLE	X	\$393,567.60	-177,721.00	\$215,846.60

City of Fernandina Beach Interfund Loan
From Wastewater Fund to Golf Fund

PMT

\$5,882.58 36 Months

Interest Rate 0.0375

	<u>Principal Balance</u>	<u>Principal</u>	<u>Interest</u>	<u>Payment</u>
12/1/2017	200,000.00	5,257.58	625.00	5,882.58
1/1/2018	194,742.42	5,274.01	608.57	5,882.58
1/31/2018	189,468.41	5,290.49	592.09	5,882.58
2/28/2018	184,177.92	5,307.02	575.56	5,882.58
3/30/2018	178,870.90	5,323.61	558.97	5,882.58
4/30/2018	173,547.29	5,340.24	542.34	5,882.58
5/31/2018	168,207.05	5,356.93	525.65	5,882.58
6/30/2018	162,850.12	5,373.67	508.91	5,882.58
7/31/2018	157,476.45	5,390.47	492.11	5,882.58
8/31/2018	152,085.98	5,407.31	475.27	5,882.58
9/30/2018	146,678.67	5,424.21	458.37	5,882.58
10/31/2018	141,254.46	5,441.16	441.42	5,882.58
11/30/2018	135,813.30	5,458.16	424.42	5,882.58
12/31/2018	130,355.14	5,475.22	407.36	5,882.58
1/31/2019	124,879.92	5,492.33	390.25	5,882.58
2/28/2019	119,387.59	5,509.49	373.09	5,882.58
3/31/2019	113,878.10	5,526.71	355.87	5,882.58
4/30/2019	108,351.39	5,543.98	338.60	5,882.58
5/31/2019	102,807.41	5,561.31	321.27	5,882.58
6/30/2019	97,246.10	5,578.69	303.89	5,882.58
7/31/2019	91,667.41	5,596.12	286.46	5,882.58
8/31/2019	86,071.29	5,613.61	268.97	5,882.58
9/30/2019	80,457.68	5,631.15	251.43	5,882.58
10/31/2019	74,826.53	5,648.75	233.83	5,882.58
11/30/2019	69,177.78	5,666.40	216.18	5,882.58
12/31/2019	63,511.38	5,684.11	198.47	5,882.58
1/31/2020	57,827.27	5,701.87	180.71	5,882.58
2/29/2020	52,125.40	5,719.69	162.89	5,882.58
3/31/2020	46,405.71	5,737.56	145.02	5,882.58
4/30/2020	40,668.15	5,755.49	127.09	5,882.58
5/31/2020	34,912.66	5,773.48	109.10	5,882.58
6/30/2020	29,139.18	5,791.52	91.06	5,882.58
7/31/2020	23,347.66	5,809.62	72.96	5,882.58
8/31/2020	17,538.04	5,827.77	54.81	5,882.58
9/30/2020	11,710.27	5,845.99	36.59	5,882.58
10/31/2020	5,864.28	5,864.28	18.33	5,882.61
	0.00			

5d 1m 3m 6m YTD 1y 5y 10y Max

Export Data Save Image Print Image



3 Year Treasury Rate Historical Data

View and export this data going back to 1962. [Start your Free Trial](#)

Data for this Date Range

Oct. 26, 2017	1.76%	Sept. 21, 2017	1.59%
Oct. 25, 2017	1.74%	Sept. 20, 2017	1.60%
Oct. 24, 2017	1.73%	Sept. 19, 2017	1.55%
Oct. 23, 2017	1.70%	Sept. 18, 2017	1.54%
Oct. 20, 2017	1.72%	Sept. 15, 2017	1.53%
Oct. 19, 2017	1.69%	Sept. 14, 2017	1.50%
Oct. 18, 2017	1.70%	Sept. 13, 2017	1.48%
Oct. 17, 2017	1.69%	Sept. 12, 2017	1.46%
Oct. 16, 2017	1.68%	Sept. 11, 2017	1.44%
Oct. 13, 2017	1.64%	Sept. 8, 2017	1.39%
Oct. 12, 2017	1.66%	Sept. 7, 2017	1.38%
Oct. 11, 2017	1.66%	Sept. 6, 2017	1.42%
Oct. 10, 2017	1.64%	Sept. 5, 2017	1.40%

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-188
Lease Agreement - HFB Fernandina, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-188

SYNOPSIS: This request is for approval of a non-aeronautical ground lease agreement with HBF Fernandina LLC. Approval of this ground lease will allow the requester to construct a non-aeronautical storage facility on Airport property in accordance with the terms set forth in the attached agreement.

Use of this property for non-aeronautical purposes is consistent with the Airport Master Plan, and is also aligned with the existing use of property on the adjacent parcel under a separate non-aeronautical ground lease, held by David Pedersen. The Airport Advisory Commission unanimously recommended approval of this agreement during its September 18, 2017, meeting.

FISCAL IMPACT: Approval of this agreement will increase Airport revenue by \$489.38 per month. An annual review of CPI will be conducted to adjust the established base rate for the term of the agreement.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-188.

Nathan Coyle, Airport Manager	11/06/2017
Dale Martin, City Manager	11/08/2017
Patti Clifford, Comptroller	11/09/2017
Tammi E. Bach, City Attorney	11/13/2017

Date: October 30, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2017-188

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN HBF FERNANDINA, LLC AND THE CITY OF FERNANDINA BEACH FOR A NON-AERONAUTICAL GROUND LEASE AT THE AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach Municipal Airport is engaged in leasing rental space to tenants for non-aeronautical use; and

WHEREAS, HBF Fernandina, LLC, a private entity, wishes to lease ground space at the Fernandina Beach Municipal Airport for non-aeronautical use; which consists of approximately 15,681 square feet; and

WHEREAS, the City has published rates for the lease of such areas at the Airport and allows for such; and

WHEREAS, the parties have agreed to the rates and terms for a twenty year ground lease.

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

SECTION 1. The City Commission hereby approves the lease agreement with HBF Fernandina, LLC, attached hereto as Exhibit "1".

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

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

ADOPTED this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**GROUND LEASE AGREEMENT
FOR PROPERTY LOCATED AT THE FERNANDINA BEACH
MUNICIPAL AIRPORT
NON-AERONAUTICAL USE**

This GROUND LEASE AGREEMENT, hereinafter referred to as "Agreement", made and entered into this 26 day of October, 2017, made by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "LESSOR" or "City", and **HBF Fernandina LLC**, a Florida limited liability company whose address is 4436 South Fletcher Avenue Fernandina Beach, FL 32034 hereinafter referred to as "LESSEE".

W I T N E S S E T H:

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

WHEREAS, LESSEE has proposed to lease certain property from LESSOR at the LESSOR'S municipal airport for non-aeronautical related activities;

WHEREAS, LESSOR desires to make real property available to LESSEE at the Airport for construction and occupancy of a non-aeronautical hangar/storage building;

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

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

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

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

a. At the 7 year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained

in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but not limited to, lighting, landscaping, drainage, signage and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the 8 year anniversary date. If not completed, the LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

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

c. At the 19 year anniversary of the Agreement, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but not limited to, lighting, landscaping, drainage, signage and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE prior to the 20 year anniversary date. If not completed, the LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

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

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

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

g. At the expiration of the initial 20 year term and any extensions thereto, LESSEE may request a new lease. If LESSOR determines that the Premises are not required for other airport uses (aeronautical or non-aeronautical), the LESSEE has met its obligations under the

term of the preceding lease, and the LESSOR finds that a new lease is appropriate, the LESSOR may negotiate a new lease. The duration of the new lease shall be at the LESSOR'S option.

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

a. Rent for the use of real property on Airport property based on a total lease area of 0.36 acres or 15,681 square feet at a lease rate of \$0.35 cents per square foot per year. Initial annual ground rent shall be \$5,488.35 per year.

This annual ground rent shall be converted to equal monthly payments to be made at the rate of \$457.36 per month, which also is subject to applicable sales tax currently \$32.02 for a total of \$489.38 per month and shall commence on the first day of the first month following the execution of this Agreement. All payments shall be due and payable without notice on or before the first day of each month. The Tenant shall be solely responsible for the payment of all applicable ad valorem property taxes.

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

4. Delinquency Charge. Any payments received after the tenth (10th) day of the month are subject to a delinquency charge of one and one-half percent (1 1/2%) per month beginning with the eleventh (11th) day after payment is due.

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

6. Construction and Use of Premise. LESSEE is hereby granted the right to construct and operate a private storage building which shall be limited to LESSEE's personal use. If construction on the Premises has not begun within one (1) year of the date of this Agreement, and completed within two (2) years of the beginning of construction, this Agreement may be terminated by the LESSOR with 30 days written notice to LESSEE. The parties agree that this Agreement shall be construed as a "Non-Aeronautical Use Agreement" and LESSEE shall not

engage in any business on the Premises other than that specified herein. Included as part of the LESSEE'S Premises are:

- a. An approximately 3,150 square foot building, associated parking pad and driveway totaling approximately 5,000 square feet, greenspace/landscape and dry retention area.
- b. All improvements, including the design thereof, on the Premises must be permitted by the LESSOR prior to installation or construction. The LESSEE is responsible for applying for and obtaining all necessary construction permits and licenses required by local, state and federal laws and regulations.
- c. Suitable pavement markings and lighting shall be installed and maintained by the LESSEE to provide for the orderly and safe movement of vehicles into and out of the Premises. Any lighting of the Premises must be approved by the LESSOR prior to installation, and not interfere with flight operations at the Airport.
- d. All improvements shall be constructed, graded and drained so as to direct all storm water which may fall on the Premises into approved disposal devices. The LESSOR shall not contribute to storm water contamination and will take such steps and measures as are necessary to comply with the Airport's Storm Water Pollution Prevention Plan and all federal, state, and local regulations governing storm water discharge. Adequate greenspace for the Premises and adjacent leasehold(s) of LESSEE shall also be provided.
- e. Any landscaping installed on the Premises is subject to approval by the LESSOR and shall be installed and maintained by the LESSEE.

7. Rights and Obligations of LESSEE.

- a. Payments: LESSEE shall meet and pay all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, ad valorem taxes, permit fees, impact fees, license fees and assessments lawfully levied or assessed upon the Premises or property situated hereon, as well as any and all utilities used or consumed by LESSEE on the Premises, including, but not limited to, water, gas, electricity, sewer, and refuse services.
- b. Agreement to Pay Taxes and Obligations: LESSEE shall pay all lawful taxes and assessments, debts and obligations of every kind or nature, which, during the term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon any taxable interest of the LESSEE acquired in the Agreement or any taxable possessory right which LESSEE may have in or to the Premises or facilities hereby leased or the improvements thereon, or on the LESSOR'S fee simple interest therein, by reason of its use or occupancy thereof or otherwise as well as all taxes or taxable property, real or personal, owned by LESSEE in and about said Premises, whether said taxes are assessed in the name of LESSEE or LESSOR.

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

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

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

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

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

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

1. Any violation of any federal, state or local law, ordinance or regulation now or later enacted, related to environmental conditions on, under, or about the Premises, or

arising from LESSEE'S use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

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

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

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

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

9. Indemnification for Toxic Wastes. LESSEE, for itself and on behalf of its officers, agents, employees, assigns, and contractors, does agree to protect, defend, ensure and indemnify LESSOR, its officers, directors, elected and appointed officials and employees, for any manner of loss, damage, cost or assessment which may result from or in any manner be related to the deposit, spill, discharge or other release, and or the presence, use, distribution or disposition of any toxic substance, chemical, metal, petroleum product, or hazardous or toxic waste, or any other substance or derivative. This provision shall survive the expiration of this Agreement. This shall not apply to conditions which pre-exist the date of this Agreement.

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

11. Leasehold Improvements.

a. LESSEE agrees that LESSEE shall submit to LESSOR, for approval, conceptual plans and specifications for all proposed improvements to the Premises. LESSOR shall approve

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

b. Any such improvements made by LESSEE shall remain the property of the LESSEE until the expiration of this Agreement and any extensions or renewals thereof but which shall remain on the property until the expiration or termination of this Agreement, at which time such improvements shall become the property of LESSOR. LESSEE shall at all times maintain all improvements constructed on the property in good condition. Upon expiration or termination of this Agreement, the LESSEE shall execute any and all documentation necessary to transfer clear title to the leasehold improvements, free of any lien or encumbrance, to LESSOR.

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

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

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

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

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

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

13. Indemnification. LESSEE agrees to assume liability for and indemnify, hold harmless,

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

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

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

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

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

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

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

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

- a. The abandonment of the Airport as an Airport or airfield;
- b. The default by either party in the performance of any of the terms, covenants and conditions of this Agreement, and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of thirty (30) days after receipt of notice from the non-defaulting party to the defaulting party to remedy same. This includes the failure of the LESSEE to complete the proposed improvements within the time frames as set forth herein;
- c. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of LESSEE'S business;
- d. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such a manner as to restrict substantially LESSEE from conducting its business operations for a period in excess of ninety (90) days;
- e. LESSOR shall be entitled to terminate this Agreement upon the filing of a voluntary petition in bankruptcy by LESSEE, including a reorganization plan, a general or other assignment for the benefit of creditors, adjudication as a bankrupt, or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver;
- f. LESSOR shall be entitled to terminate this Agreement upon the conviction of LESSEE or any of LESSEE'S officers, managers or employees of any crime involving moral turpitude and relating to this Agreement of LESSEE'S business operations hereunder;
- g. LESSEE shall have the right at any time to terminate this Agreement and its obligations hereunder, by conveying to LESSOR the title to the improvements constructed on the Premises, free and clear of any lien or encumbrance, provided that LESSEE has properly maintained said property and it is in as good condition as when originally constructed, ordinary wear and tear excepted, and provided, further, that the obligations regarding accumulated rent and indemnification shall specifically survive termination.

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

21. National Emergency. During the time of war or national emergency, the LESSOR shall

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

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

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

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

If to LESSOR, address to:

City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

With a copy to Airport Operations at same address.

If to LESSEE, address to: HBF Fernandina LLC
4436 South Fletcher Avenue
Fernandina Beach, Florida 32034

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

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

date and accurate.

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

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

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

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

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

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

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

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks over time. Levels of radon that

exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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

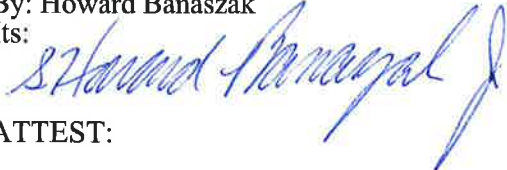
30. Lease Commencement Date: The commencement date of this Agreement shall be the date set forth in Section 2 above.

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

CITY OF FERNANDIN BEACH

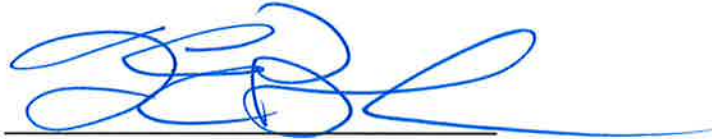
By: ~~Dale Martin~~
Its: City Manager

ATTEST:

By: Howard Banaszak
Its: 
ATTEST:

By: Caroline Best
Its: City Clerk

APPROVED AS TO FORM AND LEGALITY:



By: Tammi E. Bach
Its: City Attorney

Attachments

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

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

Exhibit "A" LEGAL
DESCRIPTION OF
LEASED PREMISES

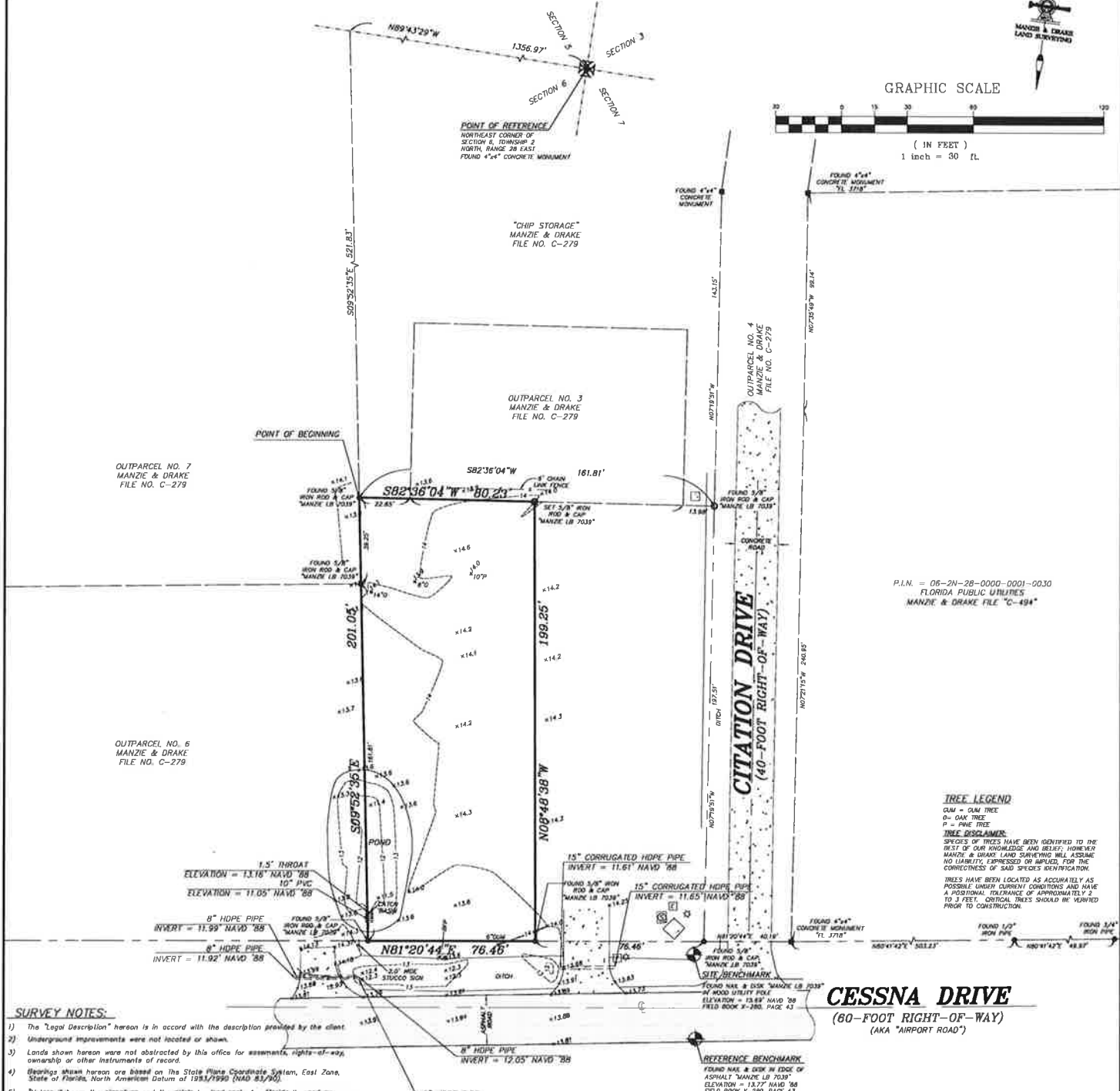
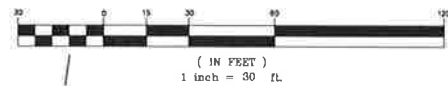
MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 89°43'29" WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 1,356.97 FEET; THENCE SOUTH 09°52'35" EAST A DISTANCE OF 521.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 09°52'35" EAST A DISTANCE OF 201.05 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF CESSNA DRIVE (ALSO KNOWN AS AIRPORT ROAD) (A 60 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE); THENCE NORTH 81°20'44" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 76.46 FEET; THENCE NORTH 08°48'38" WEST, A DISTANCE OF 199.25 FEET; THENCE SOUTH 82°36'04" WEST A DISTANCE OF 80.23 FEET TO THE POINT OF BEGINNING. CONTAINING 0.36 ACRES MORE OR LESS.



GRAPHIC SCALE



SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client.
- 2) Underground improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for assessment, rights-of-way, ownership or other instruments of record.
- 4) Bearings shown hereon are based on the State Plane Coordinate System, East Zone, State of Florida, North American Datum of 1983/1993 (NAD 83/93).
- 5) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- 6) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel: 12080C-0317B, Dated 08/02/2017. Flood data information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood zone information is not covered by the certification hereon and is not required to be shown per Chapter SJ-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- 7) Site Benchmark is as shown hereon.
- 8) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
- 9) The Reference Benchmark is as shown hereon.
- 10) This survey is protected by copyright and is certified only to the entities listed and only for the particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

- LEGEND**
- AREA - ALSO KNOWN AS B.F.P. - BACK FLOW PREVENTER
 - CONCRETE - CONCRETE
 - CONCRETE PLATWORK - CONCRETE PLATWORK
 - ELECTRICITY METER - ELECTRICITY METER
 - HIGH DENSITY POLYETHYLENE PIPE - HIGH DENSITY POLYETHYLENE PIPE
 - LIGHT POLE - LIGHT POLE
 - COVERED AREA - COVERED AREA
 - SCREW MANDREL - SCREW MANDREL
 - TELEPHONE PEDESTAL - TELEPHONE PEDESTAL
 - WATER METER - WATER METER
 - POLYETHYLENE CHLORIDE PIPE - POLYETHYLENE CHLORIDE PIPE

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

☐ MICHAEL A. MANZIE, P.L.S. 4069
☐ GUY L. MELVIN, P.L.S. 4729

SCALE: 1"=30' JOB NO: 14050 DATE: 9/17/15 CADD: WKO
F.B. NO: X-280 PAGE NO: 43 FIELD CREW: GS FILE NO: B-976

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR SIGHTS ARE ON THE FUTURE, SET YOUR SITES ON US"



HBFFERN-01

CCLAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2017

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 Amelia Insurance Agency, Inc. 2384 Sadler Road Fernandina Beach, FL 32034	CONTACT NAME: Cindy Clay PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED HBF Fernandina, LLC/Howard Banaszak, Jr. 4436 S Fletcher Ave Amelia Island, FL 32034	INSURER(S) AFFORDING COVERAGE INSURER A: Western World Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC #

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE OCCUR		NPP8468404	09/19/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY PROJECT LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS				
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					

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

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

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-189
Interlocal Agreement - Nassau County Property Appraiser & Nassau County Tax Collector

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-189

SYNOPSIS: The Nassau County Property Appraiser's office is working on an initiative to perform an audit on the entire county tax roll in an effort to ensure that all recipients of homestead exemptions are legitimate.

In order to conduct this audit, other property appraisers are using third-party vendors to do a mass "big-data" exercise to identify potential cases of fraud. If cases of potential fraud are identified, the vendor would have the Property Appraiser's staff review each case to determine if actual fraud were present. If the District chooses to participate in this audit, a three-party Interlocal Agreement would need to be executed between the City of Fernandina Beach, the Nassau County Tax Collector, and the Nassau County Property Appraiser.

If homestead exemption fraud is found, a fee in the amount of 30% of total tax collected will be deducted, with 28% going to the vendor, 2% to the Property Appraiser's office and remaining collected tax monies will be distributed to taxing authorities (including City).

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-189.

Tammi E. Bach, City Attorney 11/08/2017

Dale Martin, City Manager 11/14/2017

Date: October 13, 2017

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2017-189

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE NASSAU COUNTY PROPERTY APPRAISER AND NASSAU COUNTY TAX COLLECTOR FOR AN AUDIT OF HOMESTEAD EXEMPTIONS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Nassau County Property Appraiser has determined that there is a need to perform an audit on the Nassau County tax roll to ensure that all recipients of homestead exemptions are legitimate; and

WHEREAS, a third-party vendor will be used to identify potential cases of fraud, requiring an interlocal agreement between the Nassau County Property Appraiser, Nassau County Tax Collector, and the City of Fernandina Beach to fund the project. If such cases are found, a fee in the amount of 30% of collected back taxes will be deducted, with 28% going to the vendor, 2% to the Property Appraiser's office and the remainder of the collected tax monies will be distributed to the taxing authorities, including the City; and

WHEREAS, the parties wish to enter into such an agreement for an audit of homestead exemptions; and

WHEREAS, the agreement provides for an initial term of twelve months, effective at the date of execution, with automatic renewal on an annual basis until such time as the Agreement is terminated.

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

SECTION 1. The City Commission hereby approves the Interlocal Agreement with the Nassau County Property Appraiser and Nassau County Tax Collector, attached hereto as Exhibit "A", for an audit of homestead exemptions.

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

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

**Agreement for Use of Property Tax Collections to Fund
Exemption Audit Services**

THIS AGREEMENT ("Agreement") is made and entered into as of this 24th day of August, 2017, by and between the NASSAU COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), NASSAU COUNTY TAX COLLECTOR ("TAX COLLECTOR"), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of Nassau County, hereinafter referred to collectively as the "TAXING AUTHORITIES."

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax exemptions, including homestead exemption, and the preparing and filing of tax liens for back taxes related to the removal of undeserved exemptions; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including back taxes and tax liens, and associated penalties, fees, and interest; and

WHEREAS, the TAXING AUTHORITIES receive local property tax revenue to fund essential public services; and

WHEREAS, the Parties to this Agreement recognize that there may be property owners on the Nassau County tax roll claiming undeserved and/or fraudulent personal exemptions from ad valorem property tax, such as the homestead exemption, (hereinafter collectively referred to as "Personal Exemptions"), which reduces property tax revenue and unfairly shifts the property tax burden to other property owners; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR intend to contract with a data management company for audit services to identify properties with undeserved Personal Exemptions for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the TAXING AUTHORITIES (hereinafter the "Audit Agreement"); and

WHEREAS, the Company shall provide said audit services in exchange for the fee established in the Audit Agreement, which consists of an amount equal to twenty-eight percent (28%) of any tax, penalties, and interest collected from back taxes assessed or tax liens filed by the PROPERTY APPRAISER on parcels identified through an audit as having undeserved Personal Exemption(s) (hereinafter, the "Fee"); and

WHEREAS, the Fee shall be paid exclusively from the taxes, or taxes with penalties, and interest, collected in relation to the removal of Personal Exemptions as a result of audits performed and shall not constitute a pledge or general obligation of tax funds or create an obligation

on the TAXING AUTHORITIES to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING AUTHORITY, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

2. Authorization of Reduced Collections for Fee Payment:

The undersigned TAXING AUTHORITY authorizes the TAX COLLECTOR to deduct two percent (2%) Fee's, as established in the Audit Agreement, from the total property tax, penalties and interest collected as the result of the removal of Personal Exemption(s) pursuant to any audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITY according to governing Florida law.

This Agreement does not constitute a pledge or general obligation of ad valorem taxation, or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year, and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

The TAX COLLECTOR shall annually make available to each TAXING AUTHORITY an accounting of all tax proceeds collected pursuant to the Audit Agreement, the Fees paid , and the total funds distributed to each TAXING AUTHORITY.

3. Term & Termination: This Agreement shall be effective as of the date of execution for an initial term of twelve (12) months. Thereafter, the Agreement shall renew automatically on an annual basis until such time as the Audit Agreement is terminated or otherwise expires. Upon termination or expiration of the Audit Agreement, this Agreement automatically expires except for such provisions as survive termination as further agreed herein.

Any TAXING AUTHORITY may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing at least ninety (90) days before the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year.

The parties acknowledge that audit services shall not be provided for any parcel in a specific tax district if any TAXING AUTHORITY in that tax district does not sign, or

subsequently withdraws from, an agreement or memorandum of understanding for use of property tax collections to fund exemption audit services.

Upon termination of this Agreement, Fees for all audits completed by the company in effected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the Audit Agreement. Because tax liens may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement, and shall terminate upon the later of the collection and payment of all liens related to company audits, or the expiration of such liens as a matter of Florida law.

4. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.

5. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER and TAX COLLECTOR agree to retain all records maintained by their agencies and associated with the performance of this Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

6. Liability: The PROPERTY APPRAISER retains sole discretion and authority to grant, deny or remove exemptions, or file liens for undeserved Personal Exemptions in accordance with Florida law. All legal costs involving appeals of the removal of Personal Exemptions resulting from audits shall be the responsibility of the PROPERTY APPRAISER. The undersigned TAXING AUTHORITY has no decision-making authority in relation to exemptions or liens under this Agreement and assumes no liability for any claims, damages, losses, or expenses, direct, indirect or consequential, arising out of or resulting from the actions of the company, the PROPERTY APPRAISER, or the TAX COLLECTOR under this Agreement or the Audit Agreement.

7. Notice: Any notice required to be given under this Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the contact and address for the party as it appears on the signatory page of this Agreement.

8. Applicable Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

9. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages or expenses to any person not a party to this Agreement.

10. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

11. Execution: The parties agree that this Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

PROPERTY APPRAISER:

A. Michael Hickox, CFA
Property Appraiser
96135 Nassau Place, Suite 4
Yulee, FL 32097
904-491-7300

DATE:

8/24/17

APPROVED AS TO LEGAL FORM

For the Property Appraiser:

Signature: 

TAX COLLECTOR:

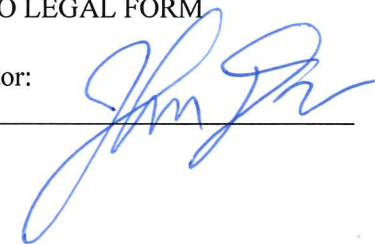
John M. Drew, CFC
Tax Collector
86130 License Road
Fernandina Beach, FL 32034
904-491-7400

DATE:

8/24/17

APPROVED AS TO LEGAL FORM

For the Tax Collector:

Signature: 

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

TAXING AUTHORITY

NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE SIGNED: _____

PRIMARY CONTACT: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY, STATE, ZIP: _____

PHONE: _____

EMAIL: _____

APPROVED AS TO LEGAL FORM

For the TAXING AUTHORITY:

Signature: _____

Name & Title: _____

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY



OFFICE OF THE NASSAU COUNTY PROPERTY APPRAISER



A. Michael Hickox, CFA

96135 Nassau Place, Suite 4, Yulee, FL 32097 Phone: 904-491-7300 Fax: 904-491-3629 www.nassauflpa.com

MEMORANDUM

DATE: August 21, 2017

TO: Nassau County Taxing Authorities

FROM: A. Michael Hickox, CFA *AMH*
Nassau County Property Appraiser

RE: Homestead Exemption Audit Agreement Background

The Homestead Property Tax Exemption, which is defined by the Florida Constitution, is a valuable benefit for permanent Florida residents. Coupled with the Save Our Homes cap, homeowners tax savings can climb into the thousands of dollars annually. Due to its money-saving benefits, the Homestead Property Tax Exemption is ripe for fraudulent or improper claims. A claim of improper homestead exemption shifts the burden of property tax payments to other property owners, and denies cities, school districts and other taxing authorities of needed revenue.

Florida Statute 196.011 (9)(a) provides a process for filing liens for back taxes, 50% penalties, and 15% interest per annum for a period up to ten (10) years on parcels that receive an undeserved homestead exemption. The amounts collected are returned to the taxing authorities by the Tax Collector. The Property Appraiser does not receive any portion of the funds collected under this statute.

The current method of detecting possible homestead exemption fraud relies primarily on reports from citizens and returned mail from the post office. Many fraud cases come in as tips and complaints from neighbors and the public. In addition, we also rely heavily on our returned, undeliverable mail as a red flag that a homestead exemption is no longer valid. Our homestead department has a staff of about two employees plus a manager. In 2016, this limited staff worked a few hundred cases generated by these reactive methods, resulting in about a dozen new potential liens totaling almost \$245,000 in taxes being collected and paid to the taxing authorities from previously filed liens. From 2013 through 2016, the investigative efforts of this staff have resulted in thousands of dollars in property value being returned to the tax roll countywide, with thousands of dollars in back payments, penalties and interest collected via property liens per applicable State statutes.

There are many cases of homestead fraud that go undetected using these methods. However, there are new technological developments in software and database access that allow companies to run statistical, mass data analysis that we do not have the capabilities to run. This software enables us to uncover potential undeserved homestead exemptions by identifying property owners who receive benefits or have indications of permanent residence in other jurisdictions nationwide.

Therefore, we desire to contract with a vendor who offers a service that will help recover tax dollars for all taxing authorities in Nassau County. They use their mass data analysis software program to detect

possible homestead exemption fraud paired with their trained investigative staff to verify information. They return their findings to our office so that we can validate that the homestead was improper and file tax liens against property owners receiving underserved benefits from the homestead exemption.

We believe that a more aggressive and comprehensive discovery approach of improper homestead will occur if we utilize a qualified third-party vendor versus increasing our staffing to more proactively work this higher volume. We also believe that taxing authorities will receive a greater financial gain using this approach, even after accounting for the fact that a portion of the proceeds will be paid to the vendor, a maximum of 30% of collected liens. If no liens are filed and paid, the vendor will not receive any compensation.

This proposal will require the Property Appraiser and Tax Collector to execute an Interlocal Agreement with each taxing authority agreeing to forego a total of 30% of the proceeds from this effort. Twenty-eight percent (28%) of the proceeds of the lien collections costs are paid to the vendor, plus the Tax Collector's authorized reimbursement rate of 2%.

The Property Appraiser and Tax Collector will select a vendor for this project, using an agreement like the Duval County Tax Collector and Property Appraiser. Currently, other counties such as Brevard, Sarasota and Pinellas have contracts to research homesteads as well, and we have received information from each. We are confident that we can manage this portion of the project expeditiously and professionally.

We expect to achieve the necessary taxing authority agreements by September 2017, allowing us to proceed with the data company immediately. Our Property Appraiser's office analysis and exemption review will also begin. Consequently, to maintain an orderly work flow, we will track cases through the Property Appraiser's office to ensure that both our office and the Tax Collector's office can handle the workflow without additional staffing. Based on the Property Appraiser's previous experience, it is anticipated that taxing authorities will begin to see lien payments in 2018 that will continue into 2019 and beyond as liens are paid off.

The proposal creates a funding mechanism to allow us to review the validity of all residency-based property tax exemptions and should serve to decrease the number of exemptions that are improperly claimed. A copy of the proposed agreement between your agency and the Property Appraiser and Tax Collector is attached as an action item for your consideration.

We respectfully request that you join us in our efforts to reduce the incidence of improper exemptions by executing the attached Agreement. We appreciate your cooperation and look forward to continuing our service to your taxing authority. Please contact our office if you have any questions or comments.

Thank you.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-190
Lease Assignment - Putt Putt Amelia, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-190

SYNOPSIS: The current leaseholders of the Putt-Putt golf property at Main Beach wish to sell their franchise and have the remaining term of lease transfer to the new owners of the franchise. The current lease has a provision for such a transfer.

FISCAL IMPACT: No fiscal impact expected as the new lessee will assume the rental responsibilities of the previous lessee.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-190.

Tammi E. Bach, City Attorney 11/14/2017

Dale Martin, City Manager 11/14/2017

Patti Clifford, Comptroller 11/14/2017

Date: November 08, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-190

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE ASSIGNMENT OF THE LEASE AGREEMENT FOR THE MAIN BEACH PUTT PUTT GOLF COURSE FROM PUTT-PUTT FLORIDA, L.L.C. TO PUTT PUTT AMELIA, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has leased property at Main Beach Park to Putt-Putt Florida L.L.C. since January 1, 2014 for the operation of a Putt-Putt Golf Course and related activities, effective for a period of fifteen years ("Lease"); and

WHEREAS, Putt-Putt Florida L.L.C. wishes to sell the franchise and wishes to have the remaining term of the Lease assigned to Putt Putt Amelia, LLC; and

WHEREAS, the Lease allows for the assignment upon approval of the City Commission; and

WHEREAS, it is in the best interest of the City to approve the assignment of the Lease from Putt-Putt Florida, L.L.C. to Putt Putt Amelia, LLC.

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

SECTION 1. The City Commission hereby the approves the Assignment of Lease for the Main Beach Putt-Putt Golf Course from Putt-Putt Florida, L.L.C, to Putt Putt Amelia LLC, attached hereto as Exhibit "1", for the business of putt-putt golf related activities.

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS: That **PUTT-PUTT FLORIDA, L.L.C.**, whose address is 1377 Harrison Point Trail, Fernandina Beach, FL 32034, (hereinafter referred to as "Assignor"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to it in hand paid by **PUTT PUTT AMELIA, LLC**, whose address is 6440 Westchester Place, Cumming, GA 30040, (hereinafter referred to as "Assignee") receipt of which is hereby acknowledged, agree as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee, all right, title, and interest granted to it by virtue of that certain LEASE AGREEMENT from the CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation ("Lessor"), dated January 21, 2014 ("Lease"), whereby Assignor leased the premises located at Main Beach, City of Fernandina Beach, Florida, known as the Putt Putt Golf Course, a copy of which is attached hereto as Exhibit "A" free and clear of all encumbrances, taxes, and liens.
2. Assignee hereby assumes the Lease under the same terms and conditions and shall hold Assignor harmless therefrom.
3. Assignee shall not assign the Lease or sublet the property without the prior written consent of Lessor.

IN WITNESS WHEREOF, the Assignor and Assignee have caused these presents to be executed in thier names, by managing members, thereunto duly authorized, on this ____ of _____, 2017.

Assignor:

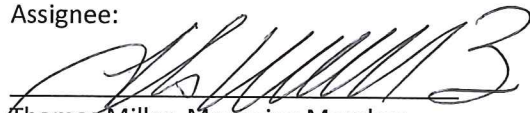
Robert F. Blake, Managing Member
PUTT-PUTT FLORIDA, L.L.C.

STATE OF FLORIDA, COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ Identity was verified by _____.

Notary Public
My Commission Expires:

Assignee:



Thomas Miller, Managing Member
PUTT PUTT AMELIA, LLC

STATE OF GA, COUNTY OF COBB

The foregoing instrument was acknowledged before me this 13th day of November, 2017, by Thomas Miller. Identity was verified by Driver license.



Notary Public
My Commission Expires:



RESOLUTION 2014-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A 15-YEAR LEASE OF THE PROPERTY AT MAIN BEACH FOR A PUTT PUTT GOLF COURSE AND CONCESSION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Beantown Amelia, Inc. currently occupies City property at Main Beach for a Putt Putt Golf Course and Concession; and

WHEREAS, Frank Blake doing business as Putt-Putt Florida, LLC, has requested approval of a 15-year lease for the Putt Putt facility at Main Beach as part of his acquisition of the business operated by Beantown Amelia, Inc.; and

WHEREAS, as a technical requirement of approving a new lease with Putt Putt Florida, LLC, the City Commission desires to terminate the lease with Beantown Amelia, Inc. due to the transfer of business assets to Putt Putt Florida, Inc.; and

WHEREAS, the City Commission desires to lease the property at Main Beach for a Putt Putt Golf Course and Concession to Putt-Putt Florida, LLC in accordance with the terms and conditions of a 15-year lease agreement.

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

SECTION 1. The City Commission hereby approves the Putt Putt Lease Agreement ("Lease") attached hereto as Exhibit "I".

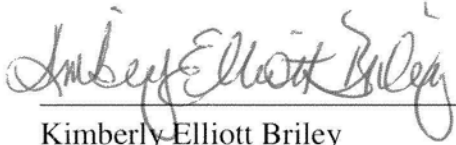
SECTION 2. The City Commission hereby approves termination of the lease agreement with Beantown Amelia, Inc. and authorizes the City Manager and City Clerk Pro Tem to execute all documentation necessary to formalize the termination of that lease dated April 1, 2006.

SECTION 3. The City Manager and City Clerk ProTem are hereby authorized to execute the Lease upon review and approval by the City Attorney.

SECTION 4. This Resolution shall take effect immediately upon adoption.

ADOPTED this 21st day of January, 2014.

ATTEST:



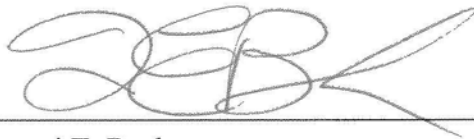
Kimberly Elliott Briley
City Clerk Pro Tem

CITY OF FERNANDINA BEACH



Edward E. Boner
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

LEASE AGREEMENT
MAIN BEACH PUTT-PUTT GOLF COURSE AND CONCESSION
January 1, 2014 – December 31, 2029

THIS LEASE AGREEMENT, hereinafter referred to as "Agreement", by and between the CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "LESSOR" and the Putt-Putt Florida, LLC, a Florida for profit Limited Liability Corporation with authority to do business in the State of Florida, hereinafter referred to a "LESSEE".

WITNESSETH:

WHEREAS, LESSOR now owns and controls certain land located at Main Beach in the City of Fernandina Beach upon which the Putt-Putt Golf Course and appurtenances are located consisting of 13,175 square feet ("Property"); and

WHEREAS, LESSEE has proposed to lease the Property from LESSOR to operate the Putt-Putt Golf Course and Concession owned by the LESSEE; and

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

1. Term, The term of this Agreement shall be for a period of fifteen (15) years, commencing on January 1, 2014, and continuing for the said term, unless earlier terminated or extended as provided in this Agreement.

1.1. (a) Option to Renew. If the LESSEE has fully and faithfully complied with this Lease, the lease may be extended for one five (5) year term based on the mutual written agreement of the Lessor and Lessee. The extended term will begin on the day following the expiration date of the Lease term specified in Section 1 above. But if, on the date the original term expires, Lessee is in default of any of the term of this Lease, the renewal option is void. Rent during the renewal term shall be increased \$500.00 over the rent set forth in paragraph 5.1 of this Lease Agreement. All other terms and covenants of the original Lease term apply to the extended Lease term, unless otherwise modified by written agreement of both parties hereto.

(b) Lessee may exercise the option to extend the Lease by giving the City notice of its intention to do so not less than ninety (90) days before the initial Lease term expires. The Lessor shall respond in writing to the request within thirty (30) days of receipt of such request from Lessee.

2. Lease Property. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following real property identified in Exhibit "A" Legal Description, attached hereto, incorporated herein

by reference, hereinafter referred to as the "Property", which includes all lands, buildings, structures and appurtenances relevant to the Putt Putt Golf Course and Concession.

2.1 Option for boundary expansion: Lessee has the option of lease boundary expansions of the current Property to include an additional 30 feet width extension on North side and 30 feet width extension on South side, for future course re-alignment, storage facilities and building improvements (see exhibit "B"). If Lessee wishes to exercise the option to expand on the North side and/or South side, Lessee shall provide Lessor with thirty (30) days prior written notice of intent to expand leasehold boundary. If Lessee exercises the option to expand the boundary on the North or South side, the annual rent amount shall increase by Six Hundred Thirty-Seven Dollars and Fifty Cents (\$637.50) based upon adding square footage to the leasehold area of 2,550 sq. ft. North side and South side expansions each equal 2,550 sq. ft. each, so if Lessee expands to include both North and South sides, the total annual rent amount would increase by One Thousand Two Hundred Seventy-Five Dollars (\$1,275.00).

3. Rights and Obligations of Lessee. Lessee is hereby granted the non-exclusive privilege to engage in, and Lessee agrees to engage in, the business of operating the Putt Putt Golf Course, Concession, and beach rentals (may include bicycles, scooters, surfboards, boogie boards, beach chairs, and umbrellas, etc.) at Main Beach.

3.1 The parties agree that this Agreement shall be construed as a "Lease Agreement" and Lessee shall not engage in any business on the property other than those services specified in section 3., above.

3.2 Lessee shall meet and pay all expenses and payments in connection with the use of the Property and the rights and privileges herein granted, including taxes, leasehold taxes, ad valorem taxes, if any, sales taxes, if any, permit fees, license fees and assessments lawfully levied or assessed upon the Property or property situated heron, as well as any and all utilities used or consumed by Lessee on the Property, including, but not limited to, water, gas, phone, cable or satellite television, internet access, electricity, sewer, and refuse services.

3.3 Lessee shall comply with all Federal, State, City and local laws, rules, codes and regulations that may apply to the conduct of the business and leasing of the Property contemplated herein.

3.4 Lessee shall not cause or permit to occur:

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

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

3.5 Lessee's obligation under Section 3 and all of its sub-sections, and Sections 4, 5, 6 and 7 of this Agreement shall survive the expiration or termination of this Agreement or any renewal thereof.

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

4. LEASEHOLD IMPROVEMENTS. Lessee shall not make any structural changes, additions, removal or improvements to the Property including any expansion areas on the North and South sides, without first obtaining Lessor's written consent or approval of such changes. Lessee agrees that it shall submit to Lessor, for approval, detailed plans, specifications and completed application(s) for building and/or other construction type permits and all proposed leasehold improvements. Lessor shall either approve the plans and specifications and issue a permit for them as submitted, or transmit proposed revisions to Lessee with thirty (30) days of receipt of the plans and specification from Lessee.

In the event that Lessor requires revisions of the original plans and specifications, Lessee shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plan and specification for Lessor's approval and permitting.

4.1 Any such improvements not related to the structures existing on January 1, 2014 made by Lessee shall remain the property of the Lessee until the expiration of this Lease and any extensions or renewals thereof and shall remain on the Property until the expiration or termination of the Lease, at which time such improvements shall become the property of Lessor.

4.2 Lessee shall not permit any mechanic's or other liens to be placed upon the Property, at any time, in connections with any such leasehold improvements.

5. Payments. In consideration of the rights and privileges granted by this Agreement, Lessee agrees to timely pay to Lessor the following:

5.1 Rent from the date of commencement of lease payments hereunder shall be Three Thousand Three Hundred Dollars (\$3,300.00) per year to be paid on or before September 30th of each year and will increase annually based on change in Consumer Price Index (CPI) – All Urban Consumers South Urban Region – All Items (base year 1982-84=100), as published by the United States Department of Labor – Bureau of Labor Statistics. Such CPI change will be computed each year after the completion of the Month of July and any change will be implemented and effective with September rent payments of each year. Lessee shall be solely responsible for the sales tax on said payment, and sales tax shall be included with each annual payment. Annual rent amount shall increase if Lessee exercises any option to expand the leasehold boundary on the North and/or South sides in accordance with Section 2.1 above.

5.1(A) Lessee shall remit monthly on the first day of each month three percent (3%) of all gross beach rental revenues to Lessor for beach rentals described in Section 3 above. Lessor shall have the

right at any time to audit the beach rental revenue of Lessee with three (3) calendar days prior written notice. If Lessor is not satisfied with the access to financial records of beach rentals provided by Lessee, Lessor shall have the right to consider this unsatisfactory access to financial records a default of this Lease.

5.2 The parties understand and agree that the Lessee shall be solely responsible for any and all ad valorem property taxes, taxes on personal property, or any other lawfully imposed taxes that are assessed by any taxing authorities on the premises occupied by Lessee.

5.3 Lessee shall be solely responsible for the payment of all utilities for the property, including but not limited to water, sewer, storm water, gas, cable or satellite television, internet access, trash collection, electric and phone.

5.4 Lessee shall be responsible for the landscaping of the Property being leased. Said landscaping shall include the normal upkeep of the property at the level provided at the time of this Agreement.

5.5 Lessor shall at all times maintain all structural improvements made to the interior and exterior of the building including but not limited to, HVAC, plumbing, mechanical, lighting and electrical systems, in good condition. However, Lessee is strictly responsible, at its sole cost and expense, for installing, maintaining and keeping all exterior lights compliant with current sea turtle lighting standards as established by City, state and/or federal law, as amended from time to time.

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

6.1. Comprehensive general liability insurance protecting Lessor against any and all liability by reason of Lessee's conduct incident to the use of the Property, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000.00.

6.2. The insurance specified in Section 6.1 shall name Lessor as an additional insured by separate endorsement certificate with instructions that Lessor will be notified by the insurance carrier if the Lessee defaults on premium payments or the policy is canceled or suspended for any reason.

6.3. Lessor agrees to notify Lessee in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which Lessor has knowledge, and to cooperate with Lessee in the investigation and defense thereof.

7. Indemnification: LESSEE agrees to assume liability for and indemnify, hold harmless, and defend the LESSOR, its commissioners, mayor, officers, employees, agents, and attorneys, of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of LESSEE, its officers, employees, agents, and representatives. LESSEE'S liability hereunder shall include all

attorney's fees and costs incurred by the LESSOR in the enforcement of this indemnification provision. This includes claims made by the employees of LESSEE against the LESSOR and LESSEE hereby waives its entitlement, if any, to immunity under Sections 440.11, Florida Statutes. The obligations contained in this provision shall survive termination or expiration of this Agreement. Nothing contained in the foregoing indemnification shall be considered to be a waiver of any immunity or limitation of liability the LESSOR may have under the doctrine or sovereign immunity or Section 768.28, Florida Statutes.

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

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

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

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

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

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

11.1 Notice, in writing, delivered by either party to the other six (6) months prior to the end of the initial term indicating intent not to renew.

11.2 The abandonment of the Property as a Putt Putt Golf Course.

11.3 The default by either party in the performance of any of the terms, covenants and conditions of this Agreement, and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of thirty (30) days after receipt of notice from the non-defaulting party to the defaulting party to remedy same;

11.4 Damage to, or destruction of, all or a material part of the Property necessary to the operation of Lessee's tourists related activities.

11.5 Lessee shall have the right at any time to terminate this Lease and its obligation hereunder, by conveying to Lessor the title to the improvements to be constructed on the Property, free and clear of any lien or encumbrance, and it is in as good condition, as when originally constructed and maintained by the Lessor, ordinary wear and tear excepted, and provided, further, that the obligations regarding, accumulated rent, insurance and indemnification shall specifically survive.

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

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

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

Lessee: Putt Putt of Fernandina Beach
6 North Fletcher Avenue
Fernandina Beach, FL 32034
Telephone: 904-261-4443

Lessor: City of Fernandina Beach
City Manager
204 Ash Street
Fernandina Beach, FL 32034
Telephone: 904-277-7300

15. Governing Law. This Agreement is to be construed in accordance with the laws of the State of Florida.

16. Re-entry. It is further understood and agreed between the parties hereto that in the event of any breach of any covenant or agreement on the part of either party to be performed and provided, that if such breach is not remedied by the party after reasonable notice in writing to it, the affected party may terminate this tenancy by giving the other thirty (30) days written notice, to quit the Property. Either party shall at all times be entitled to recover by all lawful means any and all damages sustained by it through the breach of any said covenants and agreements.

17. **Obligation Upon Termination.** Upon termination of this Lease, all obligations of either party hereunder to the other shall cease and terminate, and the Lessee agrees that upon the termination of this Lease, it shall quit and surrender the Property in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being accepted.

18. **Non-Exclusive.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right.

19. **ADA Compliance.** Lessee agrees to make all changes and/or modifications, as may be necessary, to comply with the Americans with Disabilities Act.

19.1 The Lessee assures that, to the extent applicable, or required, it will undertake an affirmative action program, as required by 14 DPR Part 152, Subpart ER, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting or leasing activities covered in 14 CPR Part 152, Subpart E. The Lessee assures that no persona shall be excluded on these grounds from participating or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered organization provide assurance to the Lessee that they similarly will undertake affirmative action programs that they will require assurances from their sub-organization, as required by 14 DPR Part 152, Subpart E, to the same effect.

19.2 The Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program or by any federal, state, or local agency or court, including those resulting from an conciliation agreement, a consent decree, court order or similar mechanism. The grantee agrees that state or local affirmative action plan will be sued in lieu of any affirmative action plan or steps required by 14 CPR Part 152, Subpart E, only when they fully meet the standards set form in 14 DFR 152,409. The grantee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub-organizations, as required by 14 CPR Part 152, Subpart E.

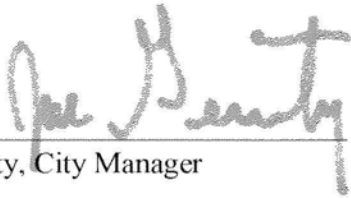
20. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.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

21. **Effective Date.** This Agreement shall become effective as of January 1, 2014. Until the effective date of this Agreement, the existing lease executed April 1, 2006, and assigned December 17, 2008 shall govern the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on 21st day of January, 2014.

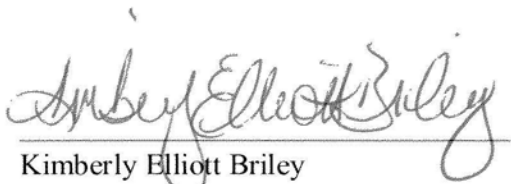
“LESSOR”

CITY OF FERNANDINA BEACH

BY: 

Joe Gerrity, City Manager

ATTEST:



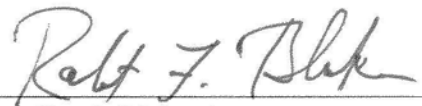
Kimberly Elliott Briley
City Clerk Pro Tem

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach, City Attorney

“LESSEE”

PUTT PUTT FLORIDA, LLC

BY: 

Robert Frank Blake, Owner

WITNESS:


Print Name Nicole Bednar

LEGAL DESCRIPTION

"All of that certain lot, piece or parcel of land situate lying and being in the City of Fernandina Beach, County of Nassau and State of Florida, and further known and described in the official plat of said City as a part of the East Portion Beach Casino Tract and more particularly described by metes and bounds as follows:

FOR A POINT OF REFERENCE start at the Southwest (SW) corner of the East Portion Beach Casino Tract which is the point of intersection of the Easterly right-of-way line of Fletcher Avenue and the Northerly right-of-way line of Atlantic Avenue, thence Northerly on the said right-of-way line of Fletcher Avenue a distance of 174 feet to the POINT OF BEGINNING, thence N 7 degrees 33' E along said right-of-way line a distance of 155 feet to a point, thence S 82 degrees 27' E a distance of 85 feet to a point, thence S 8 degrees 33' W a distance of 155 feet to a point, thence N 82 degrees 27' W a distance of 85 feet to a point of beginning. This parcel of land contains 13175 square feet.

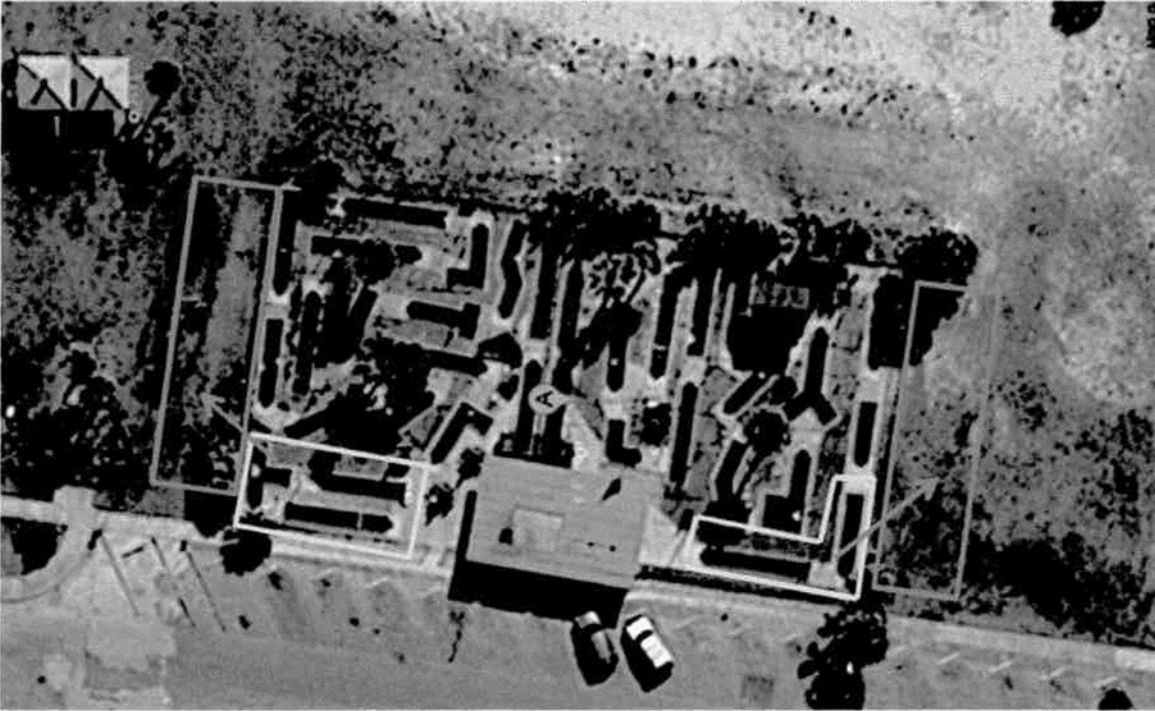
Resolution 2014-06
Exhibit "B"

Expand/include property use by 30 feet width extension on North side, 30 feet width extension on South side of property for future course realignment and building improvements with prior approval from City Manager, City Commission, and Permitting.

Plot as it is today. No room for equipment storage or option to improve course layout and/or building improvements.



New Property Layout with additional 30 feet on North and South Side:



Move courses to the outside boundary to allow for building improvements, equipment storage, etc.

** Any movement of course re-design or building improvement plans will be reviewed and approved per Lease Agreement, City Manager, Permitting, and City Commission.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Organization of PUTT-PUTT FLORIDA L.L.C., a limited liability company organized under the laws of the state of Florida, filed on January 27, 2014 effective January 21, 2014, as shown by the records of this office.

The document number of this limited liability company is L14000016569.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of January, 2014



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

State of Florida



Department of State

I certify from the records of this office that PUTT-PUTT FLORIDA L.L.C., is a limited liability company organized under the laws of the State of Florida, filed on January 27, 2014, effective January 21, 2014.

The document number of this company is L14000016569.

I further certify that said company has paid all fees due this office through December 31, 2014, and its status is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of January, 2014



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

 IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-27-2014

Employer Identification Number:
46-4632151

Form: SS-4

Number of this notice: CP 575 A

PUTT-PUTT FLORIDA LLC
ROBERT FRANK BLAKE MBR
1377 HARRISON POINT TRAIL
FERNANDINA BEACH, FL 32034

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-4632151. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	07/31/2014
Form 940	01/31/2015
Form 1065	04/15/2015

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2014

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 8 Flags Insurance Agency, LLC 309 1/2 Centre St Suite 204 Fernandina Beach FL 32034	CONTACT NAME: PHONE (A/C, No, Ext): (904) 310-6515 E-MAIL ADDRESS: FAX (A/C, No):
INSURED Putt-Putt Florida, LLC 1377 Harrison Pt Trail Fernandina Beach FL 32034	INSURER(S) AFFORDING COVERAGE INSURER A: Federated National Insurance C INSURER B: Markel Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** Cert ID 520**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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			HM-0000008645-00	1/31/2014	1/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE ☐						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☐ Y ☒ N / A	MWC0060684-01	1/30/2014	1/30/2015	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as additional insured with respect to general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Fernandina Beach 204 Ash St 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
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CITY OF FERNANDINA BEACH ,

C. C. Clark

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-06
Approving a 15 Year Lease Agreement with Putt-Putt® Golf at Main Beach

DEPARTMENT: City Manager's Office

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

RECOMMENDED ACTION: At the pleasure of the City Commission

SUMMARY: Mr. Frank Blake, doing business as Putt-Putt Florida LLC, respectfully requests the transfer and extension of the City Putt-Putt Golf and Concession Stand Property Lease Agreement, a 15-year lease agreement with the City. In addition, expand/include property use by 30 feet width extension on North side, 30 feet width extension on South side of property for future course realignment and building improvements with prior approval from City Manager, City Commission, and Permitting. The current lease is held by Aaron Bean with Beantown Amelia, Inc. since December 17, 2008. Mr. Bean and Mr. Blake have entered into a purchase agreement contingent upon City approval of the new lease. Putt-Putt® Franchise contract (20 year agreement) transfer from Mr. Bean to Mr. Blake is verbally approved by David Callahan, President, CEO, Putt-Putt Corporation, Fayetteville, North Carolina.

FISCAL IMPACT: \$3,300.00 per year to the City plus an additional \$637.50 each if North or South side expansion areas are added to lease area. In addition, City will collect 3% of gross revenues for beach rentals.

CITY ATTORNEY COMMENTS: This is a 15-year lease with one option to renew for 5 years. The lease area is 13,175 sq. ft. with an annual rent amount of \$3,300 (\$.25/square foot). The proposed lease includes options that Putt Putt may exercise together or separately to increase leased area on the North side and/or South side by 2,550 sq. ft. for each side. The lease allows for operation of a Putt Putt golf facility and beach rentals such as bicycles, boogie boards, and umbrellas. The lease may be terminated for cause only. The City is responsible for maintenance of major systems such as HVAC, plumbing, mechanical, electrical and structural. Putt Putt is responsible for installing and maintaining sea turtle exterior lighting that complies with all applicable laws and paying for all utilities.

DEPARTMENT HEAD	Submitted: Joe Gerrity City Manager	Date: 01/14/14
	Requested Agenda	Date: 01/21/14
FINANCE DEPARTMENT	Approved as to Budget Requirements PTK	Date: 1/14/14
CITY ATTORNEY	Approved as to Form and Legality JEB	Date: 01/14/14
CITY MANAGER	Approved Agenda Item for 01/21/14	Date: 01/14/14

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

Approved by the City Commission
Regular Meeting
held on 1/14/14
Voted: 5-0 Initial: JEB



March 5, 2014

Mr. Joseph Gerrity
Fernandina Beach City Manager
204 Ash Street
Fernandina Beach, FL 32035

CANNED
S KB D

Dear Joe:

Thank you again for your continued support of Putt-Putt at Main Beach! My wife (Janet) and I are working hard and hope by year-end, the Community will share in our excitement for re-energizing Main Beach.

While working at the facility cleaning and fixing, several folks have stopped by asking if we rent bicycles. This was a nice surprise and provided some assurance that our planning is tracking with community need/desires. With this new awareness, I would like to request your approval to execute Lease Agreement, Section 2.1 Option for Boundary Expansion. Our intentions are as follows:

- Lease the South Side of the property:
 - o Section 3 - Property will be used as a staging area for 5 to 10 bicycles for rent.
 - o Section 2.1 - Annual Rent will increase \$637.50 a year
 - o Section 5.1 - Will pay 3% of "Gross" Sales on first day of each month
 - Provide a Monthly Sales Report along with funds collected
 - Accounting Period will end/start the 20th day of each month
 - Same as Florida State Sales Tax deadline
 - Will provide time to prepare report and send funds to City
 - Accounting Books are open and free to audit at any time
 - o No building structures are planned are required
 - o Will use an area of 10 x 10 ground space, see Attachment A

Would like to start Lease Option on April 20th. First reporting period covers April 20th to May 19th. I will provide a Daily Sales Report along with Funds collected during this period due by June 1st. If the City recommends different accounting period versus the 20th of each month, I can easily adjust to fit your payment and collection schedules.

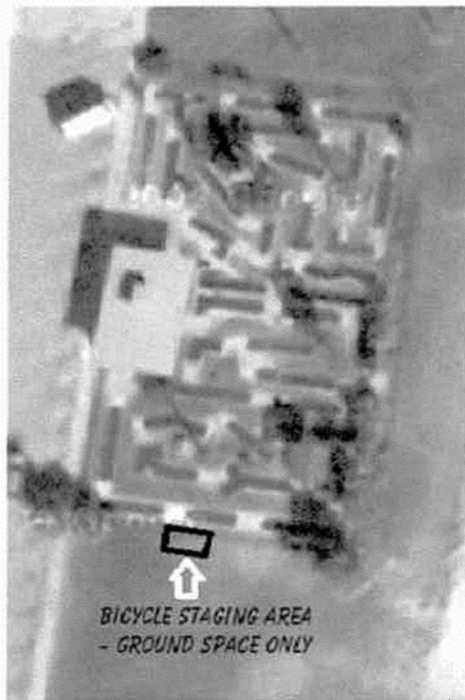
Please let me know if you have any questions or would like additional information. My cell phone is 904-557-8535.

Kind regards,

Frank Blake

Putt-Putt of Fernandina Beach, puttputtflorida@gmail.com (904) 261-4443
6 North Fletcher Ave, Fernandina Beach, FL 32034

Attachment A



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-191
Temporary Use Agreement - 101 Front Street

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-191

SYNOPSIS: This Resolution approves a temporary use agreement for the City to use State-owned submerged lands for a walkway that was constructed many years ago and was acquired with the City's purchase of the Vuturo water lot in 2015. The Florida Department of Environmental Protection requires this Temporary Use Agreement prior to entering into a submerged lands lease.

FISCAL IMPACT: This agreement has no fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-191.

Tammi E. Bach, City Attorney	11/08/2017
Nicole Bednar, Administrative Services Manager	11/08/2017
Dale Martin, City Manager	11/14/2017
Patti Clifford, Comptroller	11/14/2017
Katie Newton, Legal Assistant	11/14/2017

Date: June 28, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2017-191

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A TEMPORARY USE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; AUTHORIZING EXECUTION; PROVIDING FOR RECORDING IN THE PUBLIC RECORDS OF NASSAU COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“Board”) claims title as sovereign lands to the submerged lands currently occupied by a walkway; and

WHEREAS, the Board has requested that the City approve a Temporary Use Agreement for the submerged lands until a lease agreement can be approved by the Board; and

WHEREAS, the City desires to obtain the consent of the Board to maintain the performance of the Marina activities and use the additional submerged lands described in the most recent survey, to the extent that the City does not or cannot obtain clear title to these submerged lands, as provided by law.

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 Temporary Use Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, attached hereto as Exhibit “1”.

SECTION 2. The City Clerk is directed to record the attached Temporary Use Agreement in the public records of Nassau County, Florida.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute the agreement upon review and approval of the City Attorney.

SECTION 4. This Resolution shall be effective immediately upon passage.

ADOPTED this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

TEMPORARY USE AGREEMENT

This Temporary Use Agreement (hereinafter referred to as the "Agreement") is entered into this 9th day of June 2017, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as the "Board") and City of Fernandina Beach, a municipal corporation, (hereinafter referred to as the "Applicant").

RECITALS:

- A. The Applicant desires to enter into this Agreement for the sovereign lands (hereinafter referred to as "lands") and water column adjacent to the Applicant's upland real property located at 101 Front Street, Fernandina Beach, Nassau County, Florida.
- B. A commercial mooring pier has been constructed on these lands adjacent to Applicant's upland real property without the Board's approval or authorization.
- C. Applicant desires to obtain the consent of the Board to maintain and use the structures located on these lands.
- D. The parties acknowledge that the application, approval and issuance of a sovereign lands lease may require a time period of several months.
- E. The Applicant desires to have the temporary use of the structures and current activities located on these lands during the processing and review of the Applicant's sovereign lands lease application.

NOW, THEREFORE, the parties hereto, then, agree as follows:

- 1. The Applicant acknowledges and understands that the grant of this Agreement does not guarantee that the Board will grant the Applicant any form of state lands authorization nor that the Department of Environmental Protection will recommend that authorization be granted.**
- 2. The Applicant acknowledges and understands that compensation, for use of state lands, may be required, in the form of fees and annual payments in accordance with Chapter 18-21, Florida Administrative Code, dependent upon the appropriate state lands authorization granted.**
- 3. The Applicant is hereby granted the temporary exclusive use of the structures located on these lands as depicted in Exhibit "A," consisting of approximately 1,500 square feet, waterward of Applicant's upland real property described above. This temporary exclusive use is for a term not to exceed two (2) years from the date of execution of this Agreement through month/day/year, or until the date of execution of a sovereign lands authorization between the Board and the Applicant, whichever occurs first. The Applicant shall make no claim of title to or interest in the sovereign lands identified in Exhibit "A" solely by reason of occupancy or use thereof under this Agreement.
- 4. The existing structures can only be utilized as they were on the date of execution of this Agreement, which was as commercial mooring pier. In the event any part of any of these structures is determined by a final adjudication issued by a court of competent jurisdiction to encroach or interfere with riparian rights of the adjacent upland riparian owner, Applicant agrees to either obtain written consent for the offending structure from the affected adjacent upland riparian owner or remove the interference or encroachment within 60 days from the date of the adjudication. Applicant agrees to cease and remove any use of the structures the Board deems inconsistent with Chapter 18-21, Florida Administrative Code, within 60 days of the notice from the Board. Failure to comply with this paragraph shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement at the sole option of the Board.

5. In the event that any application for authorization for use of sovereign lands is not approved by the Board, or the Applicant fails to execute the authorization prior to the expiration or termination of this Agreement, whichever occurs first, the Applicant shall remove all structures and cease all use of structures from the sovereign lands at the Applicant's sole expense. In the event that the Applicant asserts title to the sovereign lands identified in Exhibit "A," and either the Applicant fails to timely submit the information concerning title as required herein, or the Board denies the Applicant's claim of title and the Applicant has not commenced an action to quiet title as specified herein, the Applicant shall remove all structures and cease all use of structures referenced herein from the sovereign lands at the Applicant's sole expense. In the event that the Applicant fails to complete the requirements of paragraph 7 of this Agreement, the Applicant shall remove all structures and cease all use of structures referenced herein from the sovereign lands at the Applicant's sole expense. The complete removal of the structures as required by this paragraph shall be accomplished within 180 days following the expiration or termination of this Agreement, whichever occurs first.

6. If the Applicant asserts title to the sovereign lands identified in Exhibit "A," the Applicant must submit an application, accompanied by all evidence upon which Applicant relies for the assertion of title, to the Division of State Lands ("DSL"), Department of Environmental Protection, within 90 days after the execution of this Agreement. DSL will review the application and accompanying evidence and give a response to Applicant as to whether the Board will assert title to the sovereign lands described in Exhibit "A." If DSL responds that the Board will assert title to said sovereign lands, the Applicant must file an appropriate action in circuit court within 90 days of DSL's response to obtain a legal determination of title to the sovereign lands. If DSL, after consultation with the Board, responds that the Board does not assert title to the sovereign lands, then the Applicant shall not have to apply for a sovereign lands lease, and that portion of the consideration representing lease fees and interest shall be refunded. If DSL, after its review, responds that the Board does not assert title to a portion of the sovereign lands, any consideration for that portion representing lease fees and interest will be refunded. Failure to submit the initial application and evidence within 90 days after execution of this Agreement, or failure to file the appropriate court action within 90 days after DSL's response, shall constitute a waiver by the Applicant of all of its claim of title to the sovereign lands and an acknowledgment that the Board owns the sovereign lands.

7. Once the Board has made a determination, the Applicant will receive a notice from the Board of the necessary and appropriate form of state lands authorization for the use of the structure. The Applicant must make initial application for the sovereign lands authorization within 30 days of being noticed by the Board and complete the application before the expiration of this agreement for the lands identified in Exhibit "A."

8. Immediately following execution of this Agreement, Applicant shall record this Agreement and send a copy of the recorded Agreement to Northeast District Office, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256, within 10 days of recording.

9. This Agreement is temporary in nature and may not be extended or modified except upon the express written agreement of the Board. No request for an extension of the Agreement shall be considered by the Board except upon a demonstration by the Applicant that the Applicant is in full compliance with the terms and conditions of this Agreement and has exercised due diligence in its efforts to procure the appropriate sovereign lands use authorization from the Board.

10. As a material condition of this Agreement, Applicant agrees to comply with all of the requirements of Chapters 253, 258, and 376, Florida Statutes, and the rules promulgated pursuant thereto. The Board has the right to immediately rescind this Agreement upon the failure of Applicant to comply with either the terms of this Agreement, statutes, or regulations. Upon written notice that the Board has exercised its right to rescind under this paragraph, Applicant shall immediately cease and desist all activity authorized by this Agreement, or within the timeframe specified in the notice, or within 20 days of receipt of the notice if no timeframe is specified. Notice may be given by the Board by certified mail or hand delivery to: City of Fernandina Beach, 204 Ash Street, Fernandina Beach, Florida, 32034, or by posting the notice at the property described in Exhibit "A."

11. Applicant shall save and hold harmless and indemnify the Board, Department of Environmental Protection, and the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for loss or damage to any property arising out of or connected with Applicant's occupation and use of these lands and the structures or activities located thereon. By execution of this Agreement, applicant waives any claim it may have against the Department of Environmental Protection concerning the submerged lands described on Exhibit "A" except as described in Paragraph 6 above.

12. Applicant agrees that any litigation arising from matters relating to this Agreement between the Board and the Applicant shall be initiated and maintained only in Leon County, Florida.

13. This Agreement, and any rights and privileges contained herein, are for the sole benefit and use of the Applicant and shall not be assigned or transferred by the Applicant to any other party without the prior written consent of the Board, which consent shall not be unreasonably withheld.

14. The terms of this Agreement may be enforced by the Board notwithstanding that the authorization granted hereunder has expired.

Executed on the date first written above.

(This portion intentionally left blank.)

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

WITNESSES:

Antonia Lomen
Original Signature

Antonia Lomen
Printed/Typed Name

Antonia Lomen
Original Signature

Antonia Lomen
Printed/Typed Name

By:

Gregory J. Strong
Gregory J. Strong, District Director
Northeast District, Department of Environmental Protection, as
agent for and on behalf of the Board of
Trustees of the Internal Improvement Trust
Fund of the State of Florida

STATE OF FLORIDA
COUNTY OF DUVAL

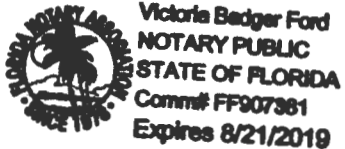
The foregoing instrument was acknowledged before me this 9th day of June 2017, by Gregory J. Strong, District Director, Northeast District, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Victoria Badger Ford
Notary Public, State of Florida

Victoria Badger Ford
Printed, Typed or Stamped Name

My Commission Expires: 08-21-2019

Commission/Serial No.: FF907381



City of Fernandina Beach, a municipal Corporation

WITNESSES:

Original Signature

Printed/Typed Name

Original Signature

Printed/Typed Name

By: _____

Original Signature

Printed/Typed Name

City Manager

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2017, by
_____ as _____ of _____, a
_____ corporation, on behalf of the corporation. He/She is personally known to me or has
produced _____ as identification.

Notary Public, State of Florida

Printed/Typed or Stamped Name

My Commission Expires: _____
Commission/Serial No.: _____

RESOLUTION 2017-191
EXHIBIT "A"

Legal Description

All that certain piece or parcel of land, lying and being a portion of the North 105.00 feet of Water Lot 2, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company in 1887 and 1901 and lands lying waterward of said Water Lot and being more particularly described as follows:

FOR A POINT OF REFERENCE, Commence at the Northeast corner of Water Lot 2 aforementioned; thence N82°30'35"W along the North Line of said Water Lot 2, a distance of 56.06 feet to the mean high water line as established on January 19, 1998 and recorded in the public repository of the Florida Department of Environmental Protection, Bureau of Survey and Mapping as Mean High Water Survey File 1815; thence N48°35'57"E, along said mean high water line, a distance of 2.37 feet; thence N 13°57'25"E, along said mean high water line, a distance of 0.84 feet; thence N82°36'26"W, a distance of 85.13 feet; thence S7°23'34"W, a distance of 8.50 feet, thence N82°36'26"W, a distance of 6.00 feet to the Point of Beginning; thence S20°08'05"W, a distance of 5.58 feet; thence S17°17'03"W, a distance of 12.82 feet; thence S25°50'31 "W, a distance of 28.48 feet; thence S20°08'12"W, a distance of 19.05 feet; thence N70°36'35"W, a distance of 7.75 feet; thence N20°08'12"E, a distance of 19.55 feet, thence N25°50'31 "E, a distance of 28.28 feet; thence N 17°17'03"E, a distance of 12.41 feet, thence N 19°51'25"E, a distance of 4.04 feet; thence S82°36'26"E, a distance of 7.965 feet to the Point of Beginning.



Legend

- ORB2031 P1966
- ORB2031 P1966 Non-Disclaimed
- DISCLAIMER 30475(4816-45)
- DISCLAIMER 23141
- Butler_Act_Line
- LOT LINE 1887
- MEAN HIGH WATER LINE

2017 AERIAL
CITY OF FERNANDINA BEACH
101 FRONT STREET
PARCEL 00-00-31-1760-0002-0000
NASSAU COUNTY

FOR ILLUSTRATIVE AND INFORMATIONAL PURPOSES ONLY



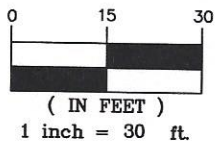
MANZIE & DRAKE LAND SURVEYING

SKETCH OF LEGAL DESCRIPTION

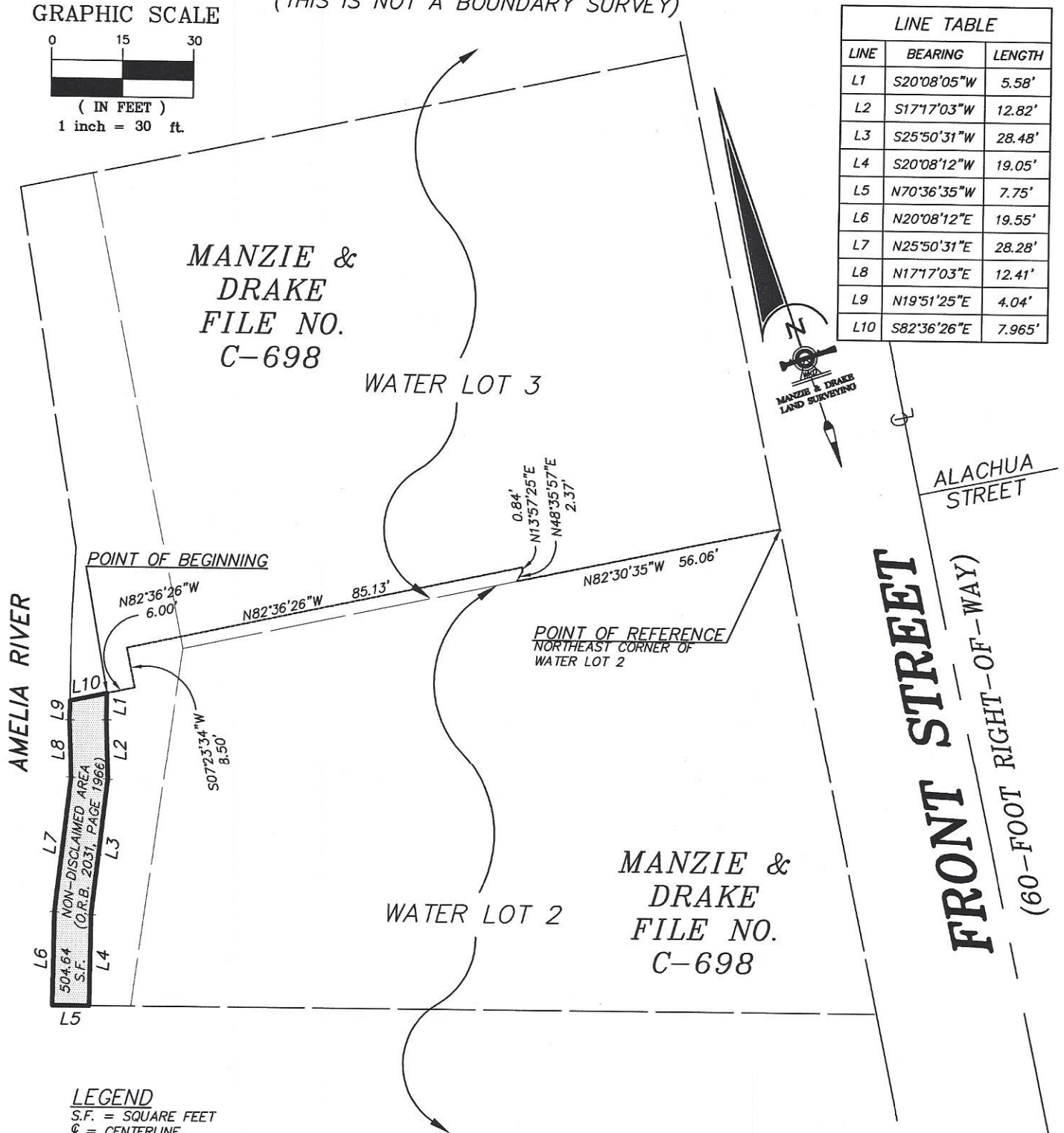
LEGAL DESCRIPTION FOR NON-DISCLAIMED AREA RECORDED IN OFFICIAL RECORDS BOOK 2031, PAGES 1966 & 1967 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

(THIS IS NOT A BOUNDARY SURVEY)

GRAPHIC SCALE



LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°08'05"W	5.58'
L2	S17°17'03"W	12.82'
L3	S25°50'31"W	28.48'
L4	S20°08'12"W	19.05'
L5	N70°36'35"W	7.75'
L6	N20°08'12"E	19.55'
L7	N25°50'31"E	28.28'
L8	N17°17'03"E	12.41'
L9	N19°51'25"E	4.04'
L10	S82°36'26"E	7.965'



117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034

OFFICE (904)491-5700 * FAX (904)491-5777

WWW.MANZIEANDDRAKE.COM

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-164
Deed of Dedication - Rayonier Performance Fibers, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-164

SYNOPSIS: Rayonier Performance Fibers, LLC has executed and presented to the City Commission a Deed of Dedication for land that will be used for a rail spur and transfer switches to serve the LignoTech Florida, LLC manufacturing plant. Rayonier Performance Fibers (property owner) and Rayonier Advanced Materials (mill operator) have both indemnified the City for all past, present and future environmental contamination in the Deed of Dedication that will get recorded in the public records of Nassau County, Florida.

The City Commission wishes to accept the Deed of Dedication from Rayonier Performance Fibers, LLC as part of accepting the Florida Department of Transportation Economic Development Fund Grant for construction of a rail spur. FDOT requires that land be dedicated to the City since the grant monies will be paid to the City and distributed to LignoTech for construction.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-164.

Tammi E. Bach, City Attorney	11/09/2017
Nicole Bednar, Administrative Services Manager	11/14/2017
Dale Martin, City Manager	11/14/2017
Patti Clifford, Comptroller	11/14/2017

Date: October 18, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2017-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING A DEED OF DEDICATION FOR LAND THAT WILL BE USED AS RIGHT-OF-WAY FOR CONSTRUCTION OF A RAIL SPUR AND TRANSFER SWITCHES TO SERVE THE LIGNOTECH FLORIDA, LLC MANUFACTURING PLANT FOR WHICH THE FLORIDA DEPARTMENT OF TRANSPORTATION APPROVED AN ECONOMIC DEVELOPMENT TRANSPORTATION FUND GRANT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rayonier Performance Fibers, LLC has executed and presented to the City Commission a Deed of Dedication for land that will be used as for a rail spur and transfer switches to serve the LignoTech Florida, LLC manufacturing plant; and

WHEREAS, the City Commission wishes to accept the Deed of Dedication from Rayonier Performance Fibers, LLC as part of accepting the Florida Department of Transportation Economic Development Fund Grant for construction of a rail spur.

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

SECTION 1. The City Commission hereby accepts the Deed of Dedication, attached hereto as Exhibit "1".

SECTION 2. The City Clerk shall record this Deed of Dedication in the public records of Nassau County, Florida.

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

ADOPTED this 21st of November, 2017.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

DEED OF DEDICATION

Parcel
Number:

Portion of Parcel
00-00-31-1840-0000-0000

THIS INDENTURE, made this _____ day of _____, A.D., 2017 BETWEEN **RAYONIER PERFORMANCE FIBERS, LLC**, a Delaware limited liability company ("Grantor"), whose address is 1301 Riverplace Boulevard, Suite 2300, Jacksonville, FL 32207, and **CITY OF FERNANDINA BEACH**, a municipal corporation in Nassau County, State of Florida whose mailing address is 204 Ash Street, Fernandina Beach, Florida 32034 ("Grantee").

WITNESSETH, that for and in consideration of the acceptance of this Dedication by the Grantee, Grantor does hereby grant, dedicate, give, and convey to the Grantee, its successors and assigns, forever the following described land situate in Fernandina Beach, Nassau County, Florida (the "Property"), to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever, in fee simple for a public improved or unimproved rail spur including switches, loading docks, gangways and related improvements and including therein the right to construct, maintain and operate, either above or below the surface of the ground, electric light and power, water, sewer and drainage lines and any other public utilities deemed necessary by the Grantee.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to dedicate and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances with the exception of (i) all liens, restrictions, reservations, covenants, conditions, and interests validly existing and recorded of record; (ii) all leases on the Property and rights of parties in possession and any memoranda of any such leases; (iii) any and all easements, rights-of-way, and other matters whether or not of record, and those visible and apparent on the Property, affecting or related to it; (iv) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters which affect the Property and which are imposed by or existing by reason of any regulatory, governmental or quasigovernmental districts, entities, agencies, authorities or other bodies of any kind or nature, including Grantee; (v) all riparian rights, water rights, public access rights or other rights of any kind or nature which affect the Property and which are held by or relate to any governmental authorities or the public generally; (vi) oil and mineral rights with respect to the Property; and (vii) all taxes accruing subsequent to December 31, 2016.

AND the Grantor (together with its parent company, Rayonier Advanced Materials Inc., which has executed this Indenture for the sole and exclusive purpose of agreeing to the indemnification obligations set forth in this paragraph) hereby agrees to indemnify and hold harmless Grantee, its mayor, commissioners, officers, employees, affiliates, representatives, agents, assigns and successors harmless from any claims, demands or causes of action brought pursuant to Environmental Laws by any third party, including governmental entities and agencies (including without limitation third-party claims for personal injury or real or personal property damage) for judgments, damages (including Natural Resource Damages as defined by CERCLA and corresponding state statutory authorities), punitive damages,

penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses including attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees and expert fees, that arise directly or indirectly from or in connection with the operation of the Property or the conditions of the Property, including but not limited to the presence, suspected presence, release or suspected release of any Hazardous Material of any kind, past, present or future at or in connection with the Property. As used herein, the term "Environmental Laws" shall mean all federal, state and local laws, statutes, regulations, ordinances relating to the protection of the environment, safety and health, or to any Hazardous Material, including, without limitation, CERCLA, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and all laws pertaining to reporting, licensing, permitting, investigation or remediation of releases or threatened releases of Hazardous Materials as well as their counterpart state authorities, whether in effect as of the date hereof or subsequent thereto. As used herein, the term "Hazardous Materials" shall mean all hazardous, toxic, explosive, radioactive or harmful materials, wastes, pollutants, contaminants or substances of any kind or nature that are regulated pursuant to any Environmental Law. As used herein, the term "CERCLA" shall mean the Comprehensive Environmental Response Compensation and Liability Act, as amended (42 USC 9601 et seq.).

[signatures contained on following page]

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand this _____ day of _____, A.D., 2017.

Signed, sealed and delivered in the presence of:

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

RAYONIER PERFORMANCE FIBERS, LLC
"GRANTOR":

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, A.D., 2017, before me personally appeared _____ (name) as _____ (title) of Rayonier Performance Fibers, LLC to me known to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his free act and deed and has provided _____ as identification and has/has not taken an oath. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, the day and year last aforesaid.

Notary Public, State of Florida

My Commission Expires: _____

The undersigned hereby executes this Indenture for the sole and exclusive purpose described therein.

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

RAYONIER ADVANCED MATERIALS INC.

By: _____
Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, A.D., 2017, before me personally appeared _____ (name) as _____ (title) of Rayonier Advanced Materials Inc. to me known to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his free act and deed and has provided _____ as identification and has/has not taken an oath. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, the day and year last aforesaid.

Notary Public, State of Florida

My Commission expires:



MANZIE & DRAKE LAND SURVEYING



DESCRIPTION OF RAILROAD RIGHTS-OF-WAY
FOR
RAYONIER ADVANCED MATERIALS
AUGUST 29, 2017

TWO RAILROAD PROPERTIES, EACH BEING 10 FEET IN WIDTH, LYING IN SECTION 59, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING A PART OF "MILL SITE TRACT OF RAYONIER INCORPORATED" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 47 AND 47A OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

MAIN TRACK:

A STRIP OF LAND 10 FEET IN WIDTH AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEASTERLY CORNER OF SAID MILL SITE TRACT OF RAYONIER INCORPORATED; THENCE SOUTH 41°59'20" WEST ALONG THE BOUNDARY OF SAID MILL SITE TRACT A DISTANCE OF 267.57 FEET; THENCE CONTINUE ALONG SAID BOUNDARY, SOUTH 45°45'10" WEST A DISTANCE OF 689.39 FEET; THENCE CONTINUE ALONG SAID BOUNDARY SOUTH 50°07'00" WEST A DISTANCE OF 200.00 FEET; THENCE DEPARTING SAID BOUNDARY, SOUTH 70°14'20" WEST A DISTANCE OF 1808.01 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A", ALSO BEING THE **POINT OF BEGINNING** OF THE MAIN TRACK; THENCE SOUTH 67°56'45" WEST A DISTANCE OF 107.24 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 478.34 FEET AND A CENTRAL ANGLE OF 04°57'25"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 41.38 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°25'28" WEST 41.37 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°54'10" WEST A DISTANCE OF 107.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 478.34 FEET AND A CENTRAL ANGLE OF 08°40'15"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 72.39 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°34'02" WEST 72.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°13'54" WEST A DISTANCE OF 239.64 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH A PORTION OF PROPERTY FOR A SWITCHING LEAD 10 FEET IN WIDTH AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

SHEET 1 OF 3



MANZIE & DRAKE LAND SURVEYING



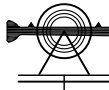
BEGIN AT AFOREMENTIONED "POINT A", ALSO BEING THE **POINT OF BEGINNING** OF THE SWITCHING LEAD, SAID POINT LYING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 363.57 FEET AND A CENTRAL ANGLE OF 55°09'26"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 350.00 FEET' BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°33'25" WEST 336.64 FEET, TO THE POINT OF TERMINUS.

THE SIDELINES OF THE ABOVE DESCRIBED PROPERTIES SHALL BE LENGTHENED OR SHORTENED AS NECESSARY IN ORDER TO MAINTAIN TWO CONTINUOUS STRIPS OF LAND 10 FEET IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, RIGHTS-OF-WAY, PROPERTY LINES OR OTHER INSTRUMENTS OF RECORD AS MAY BE APPLICABLE

GUY L. MELVIN, P.L.S.
FLORIDA REGISTRATION No. 4729
JOB No. 19092

SHEET 2 OF 3

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



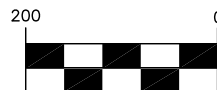
MANZIE & DRAKE LAND SURVEYING



SKETCH OF LEGAL DESCRIPTION

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

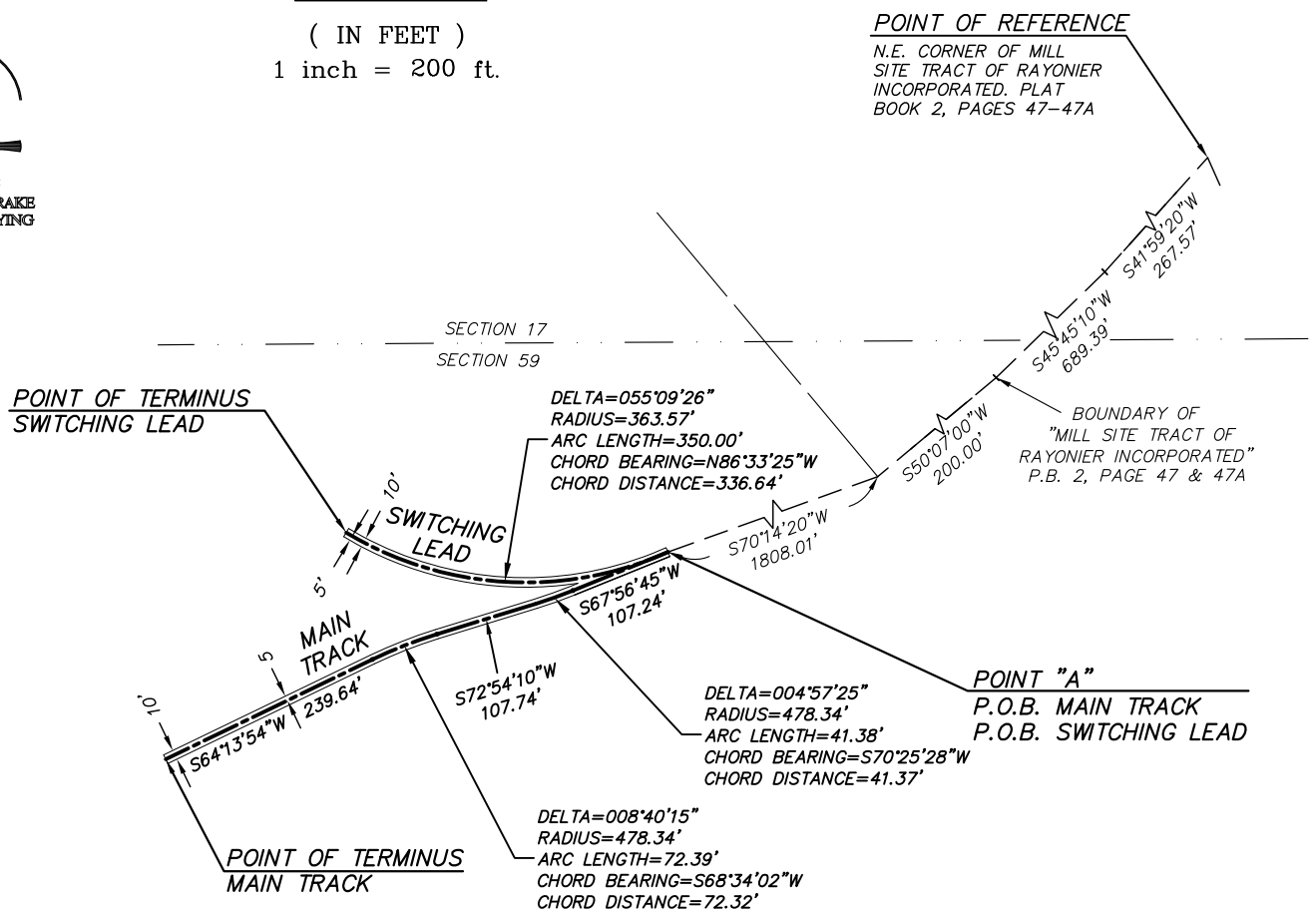
GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

MANZIE & DRAKE
LAND SURVEYING



LEGEND

P.O.B. = POINT OF BEGINNING

JOB NO. 19092
SHEET 3 OF 3

Tammi Bach

From: Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>
Sent: Friday, October 06, 2017 5:15 PM
To: Clay Crocker; Tammi Bach
Cc: Cerlanek, William
Subject: RE: FW: LignoTech Florida - EDTF

We have reviewed the documents and have only one comment. The Distribution Agreement identified DEO as the awarding agency. Please identify FDOT as the awarding agency.

All else looks good and is ready to present.

Kim Evans

District Local Programs Administrator
Program Management – Local Programs Section – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025
Phone: 386-961-7402
<mailto:kimberly.evans@dot.state.fl.us>

“Be the change you want to see”

From: Clay Crocker [<mailto:clayton.crocker@rayonieram.com>]
Sent: Thursday, October 5, 2017 11:11 AM
To: Evans, Kimberly
Cc: Cerlanek, William
Subject: Re: FW: LignoTech Florida - EDTF

Thanks Kim. We appreciate all of your help on it!

Best Regards,

Clay Crocker ✉
Senior Project Engineer
Rayonier Advanced Materials
Fernandina Plant
Office: 904-277-1479
Cell: 904-557-8690

From: Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>
Sent: Thursday, October 5, 2017 10:31:55 AM
To: Clay Crocker
Cc: Cerlanek, William
Subject: RE: FW: LignoTech Florida - EDTF

Hi Clay,

Dave and I haven't been able to review yet, however I have a meeting tomorrow afternoon and will send you something before COB Friday, October 6th.

Kim Evans

District Local Programs Administrator
Program Management – Local Programs Section – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025
Phone: 386-961-7402
<mailto:kimberly.evans@dot.state.fl.us>

"Be the change you want to see"

From: Clay Crocker [<mailto:clayton.crocker@rayonieram.com>]
Sent: Thursday, October 5, 2017 9:40 AM
To: Evans, Kimberly
Subject: Re: FW: LignoTech Florida - EDTF

Kim,

Have you and your team had a chance to review the documents and agreements Tammi sent to you on 9/28? We are hoping to get your feedback as soon as possible for the upcoming City Commission Meeting.

Thank you,

Clay Crocker
Senior Project Engineer
Rayonier Advanced Materials
Fernandina Plant
Office: 904-277-1479
Cell: 904-557-8690

From: Clay Crocker
Sent: Friday, September 29, 2017 11:13:40 AM
To: 'Evans, Kimberly'
Cc: Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William; Colby Slaughter; 'Laura DiBella'; Tammi Bach; Mark Homans
Subject: Re: FW: LignoTech Florida - EDTF

Kim,

To follow-up Tammi's email yesterday, I have also attached the completed survey of the right-of-way and the corresponding legal description. Please give us any feedback you have as soon as possible.

Thank you,

Clay Crocker
Senior Project Engineer
Rayonier Advanced Materials
Fernandina Plant
Office: 904-277-1479

From: Tammi Bach <tbach@fbfl.org>

Sent: Thursday, September 28, 2017 10:31:11 AM

To: 'Evans, Kimberly'; Mark Homans

Cc: Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William; Clay Crocker; Colby Slaughter; 'Laura DiBella'

Subject: RE: FW: LignoTech Florida - EDTF

Kim: please find attached DRAFTs of the following documents: 1) Deed of Dedication for Right-of-Way; 2) License and Maintenance Agreement for Right-of-Way; and 3) Distribution Agreement for EDTF funds.

Let us know if you have any questions or changes. We have scheduled these agreements for approval by the City of Fernandina Beach City Commission meeting on October 17, 2017. We will need approval from FDOT by October 9, 2017 to move forward.

Thank you in advance for your assistance!

Tammi E. Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law

City Attorney

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

Ph# (904) 310-3275

Fax# (904) 310-3466



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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 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: Evans, Kimberly [<mailto:Kimberly.Evans@dot.state.fl.us>]

Sent: Tuesday, April 18, 2017 6:51 PM

To: Mark Homans; Tammi Bach

Cc: Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William

Subject: RE: FW: LignoTech Florida - EDTF

We could meet the call in on the morning of 4/24 or the morning of 4/27. Please let me know a time.

Thanks,

Kim Evans

District Local Programs Administrator

Program Management – Local Programs Section – MS 2014

1109 South Marion Avenue

Lake City, Florida 32025

Phone: 386-961-7402

<mailto:kimberly.evans@dot.state.fl.us>

"Be the change you want to see"

From: Mark Homans [<mailto:mark.j.homans@rayonieram.com>]

Sent: Tuesday, April 18, 2017 1:53 PM

To: Tammi Bach

Cc: Evans, Kimberly; Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William

Subject: Re: FW: LignoTech Florida - EDTF

Tammi,

I agree - a conference call would be helpful for coordination. I am generally available on Monday, April 24th and Thursday, April 27th to participate.

As a quick update: RYAM is executing the design and construction on behalf of the City of FB. We have selected these service providers based on pre-approved qualifications to work on our site. We have submitted drawings to FDOT for feedback. I would be happy to forward more information regarding the engineering firms and contractors.

Best Regards,

On Tue, Apr 18, 2017 at 10:39 AM, Tammi Bach <tbach@fbfl.org> wrote:

Hello, Ms. Evans. You and I last communicated regarding certifications that must be submitted by the City to FDOT. It looks like Mr. Homans with Rayonier Advanced Materials/LignoTech is working with Jordan Green regarding some engineering plans. It seems clear from your email to Mr. Martin here at the City that the City must issue a Request for Qualifications for an engineer. The City is new to this process, obviously. If the City is to develop an RFQ seeking engineers to design the rail spur, the City needs input from Rayonier Advanced Materials/LignoTech.

Perhaps we need a conference call?

Tammi E. Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law

City Attorney

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

Ph# (904) 310-3275

Fax# (904) 310-3466



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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 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: Mark Homans [mailto:mark.j.homans@rayonieram.com]
Sent: Thursday, March 23, 2017 2:31 PM
To: jordan.green@dot.state.fl.us; william.cerlanek@dot.state.fl.us
Cc: Tammi Bach; Dale Martin; Clay Crocker
Subject: LignoTech Florida - EDTF

Jordan,

Please find attached .zip file that includes six drawings for the rail improvements at the Rayonier Advanced Materials (RYAM) facility to support the export of commercial liquid products from the new LignoTech Florida (LTF) plant. In summary, the system includes:

- ? An extension of an existing RYAM track to support the switching of up to four railcars at once.
- ? A new switch and rail spur from RYAM to LTF.
- ? A pile support foundation for a load-out platform.
- ? Four gangways and liquid load-out arms.
- ? Four drip pans and piping to secondary containment.
- ? Required rail subgrade preparation and ballast per geotechnical recommendations.
- ? Pavement and aggregate as required around the rail.

LTF would like to request that FDOT review and provide feedback regarding this material per the agreement. We would certainly be open to a meeting or conference call to review the details with our rail engineer if necessary. First Coast Railroad (FCRD) is the current provider of railcar switching service to the RYAM facility and they have been involved in the proposed design.

As you suggested, I have copied the City of Fernandina Beach on this request. Please advise on next steps upon receipt of this email.

Best Regards,

Mark Homans

Manager, Special Projects

Rayonier AM, Fernandina Plant

904-557-6349 cell

904-277-1414 office

mark.j.homans@rayonieram.com

mark.homans@lignotechflorida.com

--
Mark Homans

Manager, Special Projects

Rayonier AM, Fernandina Plant

904-557-6349 cell

904-277-1414 office

mark.j.homans@rayonieram.com

mark.homans@lignotechflorida.com

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-165
License and Maintenance Agreement - Rayonier Performance Fibers, LLC and Lignotech Florida, LLC

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-165

SYNOPSIS: The City has been working with LignoTech Florida, LLC and Rayonier Performance Fibers, LLC to receive grant monies for construction of a rail spur and transfer switches to serve the LignoTech manufacturing plant through the Florida Department of Transportation's Economic Development Transportation Fund (EDTF) Grant program. Rayonier Performance Fibers, LLC dedicated land to the City for the rail spur and transfer switches since the EDTF grant must be used for transportation improvements on public property. The rail spur, transfer switches and any other improvements on City property through this EDTF grant shall be maintained by LignoTech Florida, LLC and Rayonier Performance Fibers, LLC at no cost to the City as memorialized in the License and Maintenance Agreement that will be recorded in the public records of Nassau County.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-165.

Tammi E. Bach, City Attorney	11/13/2017
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Nicole Bednar, Administrative Services Manager	11/14/2017
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Dale Martin, City Manager	11/14/2017
---------------------------	------------

Date: October 18, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2017-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A LICENSE AND MAINTENANCE AGREEMENT WITH RAYONIER PERFORMANCE FIBERS, LLC AND LIGNOTECH FLORIDA, LLC TO MAINTAIN AND ASSUME ALL COSTS AND LIABILITY FOR LAND THAT WILL CONTAIN A RAIL SPUR AND TRANSFER SWITCHES SERVING LIGNOTECH FLORIDA, LLC'S MANUFACTURING PLANT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has been working with LignoTech Florida, LLC and Rayonier Performance Fibers, LLC to receive grant monies for construction of a rail spur and transfer switches to serve the LignoTech manufacturing plant through the Florida Department of Transportation's Economic Development Transportation Fund (EDTF) Grant program; and

WHEREAS, Rayonier Performance Fibers, LLC dedicated land to the City for the rail spur and transfer switches since the EDTF grant must be used for transportation improvements on public property; and

WHEREAS, the rail spur, transfer switches and any other improvements on City property through this EDTF grant shall be maintained by LignoTech Florida, LLC and Rayonier Performance Fibers, LLC at no cost or liability to the City as memorialized in a License and Maintenance Agreement that will be recorded in the public records of Nassau County.

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 License and Maintenance Agreement between the City of Fernandina Beach, Rayonier Performance Fibers, LLC, and LignoTech Florida, LLC, attached hereto as Exhibit "A".

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

SECTION 3. The City Clerk shall record this License and Maintenance Agreement in the public records of Nassau County, Florida.

SECTION 4. This Resolution shall become effective immediately upon passage.

ADOPTED this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Mayor – Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

Return to:
Office of the City Attorney
City of Fernandina Beach
204 Ash St.
Fernandina Beach, FL 32034

**LICENSE AND
MAINTENANCE AGREEMENT**

THIS LICENSE AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered by and between CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation of the State of Florida, with an address of 204 Ash Street, Fernandina Beach, Florida 32034 hereinafter referred to as the "CITY," and RAYONIER PERFORMANCE FIBERS, LLC, a Delaware limited liability company, whose mailing address is 1301 Riverplace Blvd., Suite 2300, Jacksonville, FL hereinafter referred to as "RAYONIERPF." The CITY and RAYONIERPF are at times herein collectively referred to herein as "Parties"; each, a "Party").

WITNESSETH

-

WHEREAS, the CITY owns a right-of-way approximately 1,000 feet in length as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "RIGHT OF WAY") which includes area to be used for a railroad spur (inclusive of accompanying transfer switches, platforms, gangways and related improvements, the "RAIL SPUR"), said RIGHT OF WAY and RAIL SPUR being collectively referred to herein as the "CITY PROPERTY"); and

WHEREAS, RAYONIERPF desires to install and maintain the RAIL SPUR on the CITY PROPERTY, and incident to such installation and maintenance, the CITY requires a license and maintenance agreement; and

WHEREAS, RAYONIERPF has leased a portion of its property to Lignotech Florida LLC to install, operate and maintain a lignin products manufacturing facility on a portion of

RAYONIERPF's property situated contiguous to the CITY PROPERTY, and such project has received tax credits and endorsements from Nassau County and the State of Florida, including in the form of an Economic Development Transportation Fund Grant pursuant to Section 339.2821, Fla. Stats.

WHEREAS, in light of the economic and other benefits to the CITY and its residents, the CITY has determined it to be in the public's interest to allow the RAIL SPUR to be constructed upon the CITY PROPERTY; and

WHEREAS, in return for access to the CITY PROPERTY, the CITY will receive indemnification from RAYONIERPF regarding the CITY PROPERTY as more fully set forth below; and

WHEREAS, the Parties are desirous of entering into this Agreement for the purposes stated above.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS. The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement.

2. GRANT OF LICENSE AND CONSTRUCTION OF RAIL SPUR. The CITY hereby grants and delivers to RAYONIERPF a perpetual, exclusive license to use the CITY PROPERTY for the purposes of constructing, operating and maintaining the RAIL SPUR

thereon. The RAIL SPUR shall be constructed by RAYONIERPF in accordance with the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. Any material change, alteration, modification, or addition to the RAIL SPUR or CITY PROPERTY must have prior written approval by the CITY.

3. MAINTENANCE OF RIGHT OF WAY AND RAIL SPUR. RAYONIERPF hereby agrees to maintain, at its sole cost and expense, the CITY PROPERTY and RAIL SPUR in a safe and clean condition during the term of this Agreement. The Parties hereto further agree that the CITY, in allowing the RAIL SPUR, shall not assume any responsibility whatsoever for maintaining the RAIL SPUR. All responsibility for maintenance of the RAIL SPUR shall remain with RAYONIERPF. The Parties hereto agree that the CITY shall have the right, but not the obligation, to conduct inspections of the RAIL SPUR on a periodic basis and that the RAIL SPUR may also be inspected from time to time by RAYONIERPF's rail switching service provider.

4. INDEMNIFICATION. RAYONIERPF shall indemnify, defend, and hold harmless the CITY and all of its elected officials, charter officers, agents and employees from any claim, loss, damages, costs, charge, or expense, including attorney's fees and costs, arising from or in connection with 1) any and all activities conducted upon the CITY PROPERTY pursuant to this Agreement; 2) any act, omission or negligence of RAYONIERPF or its tenants, licensees, partners, directors, officers, agents, employees, invitees, or contractors in connection with this Agreement; or 3) any accident, injury, or damage whatsoever occurring in or at the CITY PROPERTY as it relates to the RAIL SPUR. Notwithstanding the foregoing or anything to the contrary contained herein, RAYONIERPF will not be liable under this provision for damages arising out of the injury or damage to persons or property directly to the extent caused by or resulting from the negligence of the CITY or any of its elected officials, charter officers, agents, servants, or employees.

5. CITY PERMITS. RAYONIERPF agrees to obtain any required CITY Building Permit prior to entering or performing any work on CITY PROPERTY, including the installation of the RAIL SPUR.

6. WAIVER OF CLAIMS. RAYONIERPF hereby waives any and all claims against the CITY for loss or damage resulting from natural phenomena including, but not limited to, fire, water, tornado, hurricane, or other severe storms, or any commotion, riot, or criminal activity.

7. NOTICES. Whenever either Party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight carrier to:

City:

City Manager

204 Ash Street

Fernandina Beach, FL 32034

With a copy to:

Streets Maintenance Director

204 Ash Street

Fernandina Beach, FL 32034

RayonierPF:

Rayonier Performance Fibers, LLC

10 Gum Street
Fernandina Beach, FL 32034
Attention: Mill Manager

With a copy to:

Rayonier Advanced Materials Inc.
1301 Riverplace Boulevard, Suite 2300
Jacksonville, FL 32207
Attention: Legal Department

All notices shall be effective upon receipt. Any party may change their representative to get notice or their address by giving notice in this manner without the need of formal amendment of this Agreement.

8. RESERVED.

9. ENTIRE AGREEMENT; PRIOR AGREEMENTS. This Agreement represents the entire Agreement between the parties and supersedes and nullifies any and all prior agreements, negotiations or understandings, written or oral, relating to the matters set forth herein. Prior agreements, negotiations or understandings, if any, shall have no force or affect whatsoever on this Agreement.

10. ASSIGNMENT. No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made, except as outlined in Paragraph 17 below, unless approved in writing and signed by all parties to this Agreement.

11. SEVERABILITY. If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.

12. MODIFICATIONS. No modification, addendums or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

13. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the CITY, including without limitation the Indemnification provision in Section 4 above.

14. LAW AND VENUE. This Agreement shall be governed by the laws of Florida. Venue for any dispute, claim or action arising out of or related to this Agreement shall be in the Circuit Court of the Fourth Judicial Circuit in and for Nassau County, Florida. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

15. AGREEMENT RUNS WITH THE LAND AND BINDING EFFECT. This Agreement shall run with the land and the burdens and benefits of this Agreement shall be binding upon, and shall inure to all successors in interest, including all mortgagees, to the parties of this Agreement. The CITY shall record a copy of this Agreement in the Official Records of Nassau County, Florida, within thirty (30) days of its approval and provide a recorded copy to RAYONIERPF within ten (10) days of its recordation.

16. PARTIES DRAFTED EQUALLY. The CITY and RAYONIERPF agree that

both parties have played an equal and reciprocal part in the drafting of this Agreement.
Therefore, any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this

_____ day of _____, 20____.

**RAYONIER PERFORMANCE FIBERS,
LLC**

ATTEST:

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

Print or type name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
201____, by _____, and _____, of _____
_____, who is/are personally known to me or who has/have produced _____
_____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF FERNANDINA BEACH, FLORIDA

ATTEST:

By:

Signature of Witness # 1

Signature

Print or type name

Robin C. Lentz
Mayor/ Commissioner

Signature of Witness #2

Print or type name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by Robin C. Lentz as Mayor/Commissioner of the City of Fernandina Beach, Florida, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

EXHIBIT “A”
RIGHT OF WAY

EXHIBIT “B”

SCOPE OF WORK



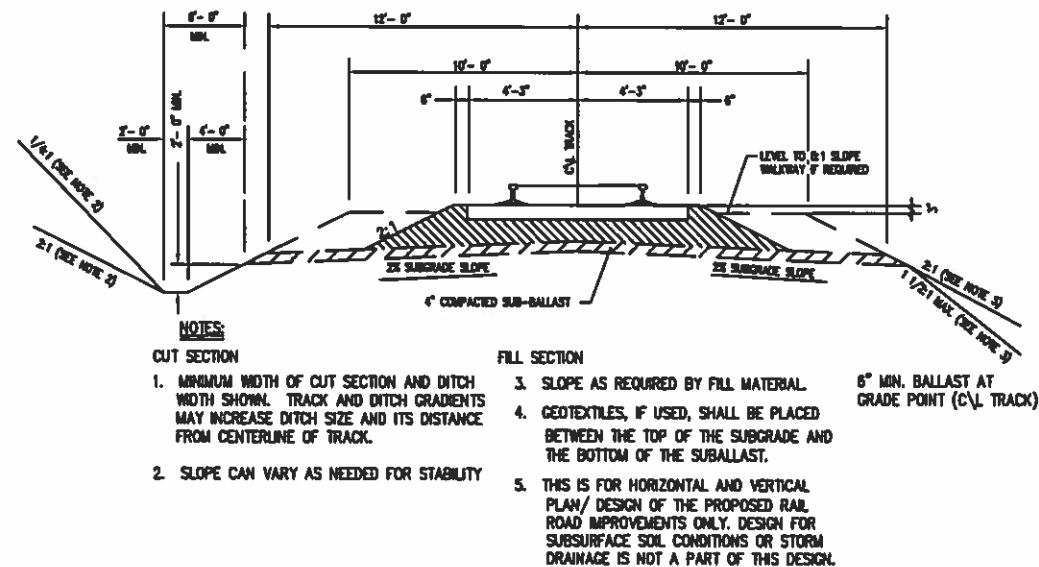
PROJECT LOCATION

VICINITY MAP
NTS

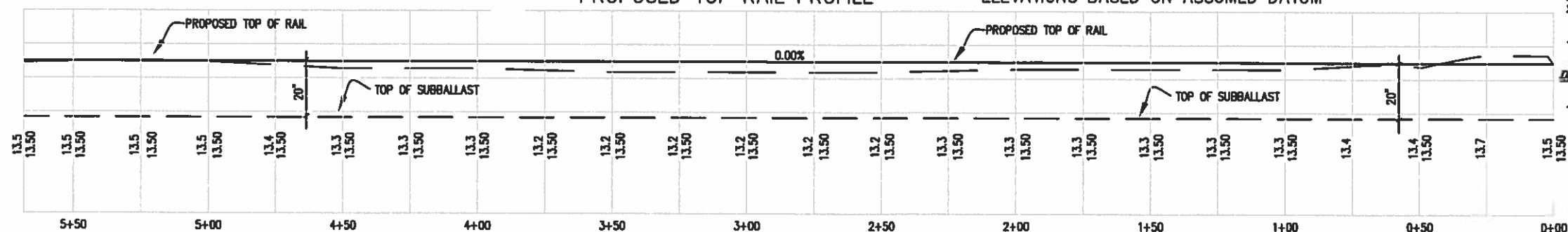
5+70 END TRACK
INSTALL BUMPING POST

PROPOSED TRACK TO SERVE LTF RAIL LOADING AND SWITCHING TRACK FERNANDINA BEACH, FLORIDA

TYPICAL SECTION FOR
INDUSTRY TRACKS
NOT TO SCALE



PROPOSED TOP RAIL PROFILE



REMOVE WHEEL STOPS AND
EXTEND EXISTING TRACK 50'
MOVE WHEEL STOPS
RELOCATE FENCE TO
ACCOMMODATE TRACK

EXISTING WHEEL STOPS
EXISTING TRACK WILL
BECOME SWITCHING LEAD

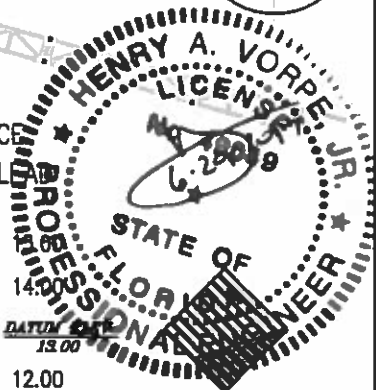
DELTA=4°57'25"
R=478.34
L=41.38
T=20.70
D=12°00'

DELTA=8°40'15"
R=478.34
L=72.39
T=36.26
D=12°00'

PRO. P.S. No. 8 T.O.(RH)
= 0+00 LOADING TRACK
LINE 100' OF TRACK
TO ACCOMMODATE T.O.

TRACK SUMMARY

SCALE 1"= 50' HORZ. 5 -- 50' -- CARS CLEAR INSIDE FENCE
SCALE 1"= 4' VERT. 4 -- 50' -- CARS CLEAR SWITCHING LEAD



PROPOSED TRACK TO SERVE
LTF RAIL LOADING AND
SWITCHING TRACK
W. J. SAPP & SON, INC.
RAILROAD CONTRACTORS
P.O. BOX 126
370 WEST US HIGHWAY 90
BALDWIN, FLORIDA 32234
904-266-4630

SCALE 1"= 50' MAY 24, 2017

AVA ENGINEERS, INC.
Commercial | Residential | Marine
Florida Certificate No. 00008161
5711 RICHARD STREET, SUITE 4 | JACKSONVILLE, FLORIDA 32216
PH (904) 730-3223 | FX (904) 730-3226
Henry A. Vorpe Jr. No. 49043

Tammi Bach

From: Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>
Sent: Friday, October 06, 2017 5:15 PM
To: Clay Crocker; Tammi Bach
Cc: Cerlanek, William
Subject: RE: FW: LignoTech Florida - EDTF

We have reviewed the documents and have only one comment. The Distribution Agreement identified DEO as the awarding agency. Please identify FDOT as the awarding agency.

All else looks good and is ready to present.

Kim Evans

District Local Programs Administrator
Program Management – Local Programs Section – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025
Phone: 386-961-7402
<mailto:kimberly.evans@dot.state.fl.us>

“Be the change you want to see”

From: Clay Crocker [<mailto:clayton.crocker@rayonieram.com>]
Sent: Thursday, October 5, 2017 11:11 AM
To: Evans, Kimberly
Cc: Cerlanek, William
Subject: Re: FW: LignoTech Florida - EDTF

Thanks Kim. We appreciate all of your help on it!

Best Regards,

Clay Crocker ✉
Senior Project Engineer
Rayonier Advanced Materials
Fernandina Plant
Office: 904-277-1479
Cell: 904-557-8690

From: Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>
Sent: Thursday, October 5, 2017 10:31:55 AM
To: Clay Crocker
Cc: Cerlanek, William
Subject: RE: FW: LignoTech Florida - EDTF

Hi Clay,

Dave and I haven't been able to review yet, however I have a meeting tomorrow afternoon and will send you something before COB Friday, October 6th.

Kim Evans

District Local Programs Administrator
Program Management – Local Programs Section – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025
Phone: 386-961-7402
<mailto:kimberly.evans@dot.state.fl.us>

"Be the change you want to see"

From: Clay Crocker [<mailto:clayton.crocker@rayonieram.com>]
Sent: Thursday, October 5, 2017 9:40 AM
To: Evans, Kimberly
Subject: Re: FW: LignoTech Florida - EDTF

Kim,

Have you and your team had a chance to review the documents and agreements Tammi sent to you on 9/28? We are hoping to get your feedback as soon as possible for the upcoming City Commission Meeting.

Thank you,

Clay Crocker
Senior Project Engineer
Rayonier Advanced Materials
Fernandina Plant
Office: 904-277-1479
Cell: 904-557-8690

From: Clay Crocker
Sent: Friday, September 29, 2017 11:13:40 AM
To: 'Evans, Kimberly'
Cc: Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William; Colby Slaughter; 'Laura DiBella'; Tammi Bach; Mark Homans
Subject: Re: FW: LignoTech Florida - EDTF

Kim,

To follow-up Tammi's email yesterday, I have also attached the completed survey of the right-of-way and the corresponding legal description. Please give us any feedback you have as soon as possible.

Thank you,

Clay Crocker
Senior Project Engineer
Rayonier Advanced Materials
Fernandina Plant
Office: 904-277-1479

From: Tammi Bach <tbach@fbfl.org>

Sent: Thursday, September 28, 2017 10:31:11 AM

To: 'Evans, Kimberly'; Mark Homans

Cc: Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William; Clay Crocker; Colby Slaughter; 'Laura DiBella'

Subject: RE: FW: LignoTech Florida - EDTF

Kim: please find attached DRAFTs of the following documents: 1) Deed of Dedication for Right-of-Way; 2) License and Maintenance Agreement for Right-of-Way; and 3) Distribution Agreement for EDTF funds.

Let us know if you have any questions or changes. We have scheduled these agreements for approval by the City of Fernandina Beach City Commission meeting on October 17, 2017. We will need approval from FDOT by October 9, 2017 to move forward.

Thank you in advance for your assistance!

Tammi E. Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law

City Attorney

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

Ph# (904) 310-3275

Fax# (904) 310-3466



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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 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: Evans, Kimberly [<mailto:Kimberly.Evans@dot.state.fl.us>]

Sent: Tuesday, April 18, 2017 6:51 PM

To: Mark Homans; Tammi Bach

Cc: Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William

Subject: RE: FW: LignoTech Florida - EDTF

We could meet the call in on the morning of 4/24 or the morning of 4/27. Please let me know a time.

Thanks,

Kim Evans

District Local Programs Administrator

Program Management – Local Programs Section – MS 2014

1109 South Marion Avenue

Lake City, Florida 32025

Phone: 386-961-7402

<mailto:kimberly.evans@dot.state.fl.us>

"Be the change you want to see"

From: Mark Homans [<mailto:mark.j.homans@rayonieram.com>]

Sent: Tuesday, April 18, 2017 1:53 PM

To: Tammi Bach

Cc: Evans, Kimberly; Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William

Subject: Re: FW: LignoTech Florida - EDTF

Tammi,

I agree - a conference call would be helpful for coordination. I am generally available on Monday, April 24th and Thursday, April 27th to participate.

As a quick update: RYAM is executing the design and construction on behalf of the City of FB. We have selected these service providers based on pre-approved qualifications to work on our site. We have submitted drawings to FDOT for feedback. I would be happy to forward more information regarding the engineering firms and contractors.

Best Regards,

On Tue, Apr 18, 2017 at 10:39 AM, Tammi Bach <tbach@fbfl.org> wrote:

Hello, Ms. Evans. You and I last communicated regarding certifications that must be submitted by the City to FDOT. It looks like Mr. Homans with Rayonier Advanced Materials/LignoTech is working with Jordan Green regarding some engineering plans. It seems clear from your email to Mr. Martin here at the City that the City must issue a Request for Qualifications for an engineer. The City is new to this process, obviously. If the City is to develop an RFQ seeking engineers to design the rail spur, the City needs input from Rayonier Advanced Materials/LignoTech.

Perhaps we need a conference call?

Tammi E. Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law

City Attorney

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

Ph# (904) 310-3275

Fax# (904) 310-3466



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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 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: Mark Homans [mailto:mark.j.homans@rayonieram.com]
Sent: Thursday, March 23, 2017 2:31 PM
To: jordan.green@dot.state.fl.us; william.cerlanek@dot.state.fl.us
Cc: Tammi Bach; Dale Martin; Clay Crocker
Subject: LignoTech Florida - EDTF

Jordan,

Please find attached .zip file that includes six drawings for the rail improvements at the Rayonier Advanced Materials (RYAM) facility to support the export of commercial liquid products from the new LignoTech Florida (LTF) plant. In summary, the system includes:

- ? An extension of an existing RYAM track to support the switching of up to four railcars at once.
- ? A new switch and rail spur from RYAM to LTF.
- ? A pile support foundation for a load-out platform.
- ? Four gangways and liquid load-out arms.
- ? Four drip pans and piping to secondary containment.
- ? Required rail subgrade preparation and ballast per geotechnical recommendations.
- ? Pavement and aggregate as required around the rail.

LTF would like to request that FDOT review and provide feedback regarding this material per the agreement. We would certainly be open to a meeting or conference call to review the details with our rail engineer if necessary. First Coast Railroad (FCRD) is the current provider of railcar switching service to the RYAM facility and they have been involved in the proposed design.

As you suggested, I have copied the City of Fernandina Beach on this request. Please advise on next steps upon receipt of this email.

Best Regards,

Mark Homans

Manager, Special Projects

Rayonier AM, Fernandina Plant

904-557-6349 cell

904-277-1414 office

mark.j.homans@rayonieram.com

mark.homans@lignotechflorida.com

--
Mark Homans

Manager, Special Projects

Rayonier AM, Fernandina Plant

904-557-6349 cell

904-277-1414 office

mark.j.homans@rayonieram.com

mark.homans@lignotechflorida.com

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-166
Disbursement Agreement - Rayonier Performance Fibers, LLC and Lignotech Florida
LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-166

SYNOPSIS: In October 2016, the City was awarded an Economic Development Transportation Grant in the amount of \$841,667 for construction of a rail spur and transfer switches to serve the new LignoTech Florida manufacturing plant. Rayonier and LignoTech are assuming responsibility for design and construction of the project, and the City will administer and disburse the grant monies to Rayonier through progress payments. The City has no liability or financial obligations for the project (rail spur and associated improvements) upon completion, see the Maintenance Agreement also on this Nov. 21, 2017 City Commission agenda.

FISCAL IMPACT: The City is acting as a fiscal agent in this agreement. Refer to the related budget amendment resolution for the fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-166.

Tammi E. Bach, City Attorney	11/08/2017
Nicole Bednar, Administrative Services Manager	11/08/2017
Dale Martin, City Manager	11/14/2017
Patti Clifford, Comptroller	11/14/2017

Date: October 18, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2017-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A DISBURSEMENT AGREEMENT WITH RAYONIER PERFORMANCE FIBERS, LLC AND LIGNOTECH FLORIDA LLC FOR DISBURSEMENT OF FDOT ECONOMIC DEVELOPMENT TRANSPORTATION GRANT FUNDS FOR CONSTRUCTION OF A RAIL SPUR AND TRANSFER SWITCHES TO SERVE THE LIGNOTECH MANUFACTURING PLANT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2016, the City was awarded an Economic Development Transportation Grant in the amount of \$841,667 for construction of a rail spur and transfer switches to serve the new LignoTech Florida manufacturing plant; and

WHEREAS, Rayonier Performance Fibers, LLC, and LignoTech Florida, LLC are assuming responsibility for design and construction of the project, and the City will administer and disburse the grant monies to Rayonier.

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 Disbursement Agreement with Rayonier Performance Fibers, LLC, and LignoTech Florida, LLC attached hereto as Exhibit "1".

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

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

ADOPTED this 21st day of November, 2017.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Mayor – Commissioner

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

**Resolution 2017-166
Exhibit "1"**

**DISBURSEMENT AGREEMENT BETWEEN
THE CITY OF FERNANDINA BEACH, FLORIDA
AND
RAYONIER PERFORMANCE FIBERS, LLC**

AND LIGNOTECH, FLORIDA, LLC

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017 (the "Effective Date") between the **CITY OF FERNANDINA BEACH**, a municipal corporation and a political subdivision of the State of Florida (the "City"), **RAYONIER PERFORMANCE FIBERS, LLC**, a Delaware limited liability company ("Company" or "Owner") and **LIGNOTECH FLORIDA LLC**, a Delaware limited liability company ("Developer"), each of City, Owner and Developer being at times referred to herein as a "Party", and collectively, "Parties".

W I T N E S S E T H:

WHEREAS, Company owns certain real property located at 6 Gum Street in Fernandina Beach, Florida (the "Property"); and

WHEREAS, Company has authorized the construction and development of a lignin manufacturing plant on a portion of the Property (the "Facility"); and

WHEREAS, in connection with the construction of the Facility, Company requires that certain rail spur improvements be made to provide rail service to/from the Facility (as said improvements are more fully described in Exhibit "A" of the EDTF Agreement defined below, the "Rail Spur Improvements"); and

WHEREAS, based upon the application of the City on behalf of Company, the State of Florida Department of Transportation ("FDOT") has, under the Florida Economic Development Transportation Fund Program (the "EDTF"), authorized a \$841,667.00 grant (the "EDTF Grant") to the City to fund the installation of the Rail Spur Improvements (the "Transportation Project"); and

WHEREAS, Developer is Company's developer for the Transportation Project; and

WHEREAS, on November 18, 2016, City and the State of Florida, Department of Transportation entered into that certain Economic Development Transportation Project Fund Agreement (the "EDTF Agreement"), which agreement governs the disbursement of the EDTF Grant to the City for the Transportation Project; and

WHEREAS, the EDTF Agreement and this Agreement are authorized by City Resolution 2016-32; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions upon which the City shall administer and disburse the EDTF Grant to the Company.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I

RECITALS

1.1 The foregoing recitals are true and correct and hereby fully incorporated herein by this reference.

ARTICLE II

DEFINITIONS

2.1 City. The City of Fernandina Beach, Florida.

2.2 Commission. The City Commission of the City of Fernandina Beach, Florida.

2.3 EDTF Grant. The \$841,667.00 grant authorized by FDOT for partial funding of the construction of the Transportation Project pursuant to the EDTF Application attached hereto as **Exhibit A** and the EDTF Agreement attached hereto as **Exhibit B**.

ARTICLE III

TERM

3.1 The term of this Agreement shall commence upon full execution by both parties (the “Effective Date”) and continue through December 31, 2019, unless earlier terminated in accordance with this Agreement. Should the EDTF Agreement be terminated for any reason, the City shall have the option of terminating this Agreement without fault and thereafter City shall have no further financial obligation or liability to Company; provided, however, any portion the EDTF Grant received by the City prior to such date of termination shall be subject to disbursement under and in accordance with the terms of this Agreement.

ARTICLE IV

SUPERVISION

4.1 Company agrees to construct or cause its Developer to construct the Transportation Project in general coordination with the City Manager’s Office and otherwise in accordance with the terms and conditions contained herein and in the EDTF Agreement.

ARTICLE V

SCOPE OF SERVICES

5.1 Company agrees to perform its obligations hereunder, and cooperate with and provide the information, certifications and documentation to the City, as necessary for the City to comply

with its obligations related to the Transportation Project under the EDTF Agreement. Company hereby covenants and agrees not to commit any act (or fail to commit any act) that would cause the City, through no fault of its own, to be in default under the terms and conditions of the EDTF Agreement. For purposes of clarity, the audit obligations set forth in Section 18 of the EDTF Agreement are obligations of the City and not the responsibility of Company; provided, however, that Company shall provide or cause its Developer and contractors to provide, the City with all invoices and other financial reporting packages, reports, records, documentation and information as required by the EDTF Agreement, in order for the City to comply with its audit requirements and other obligations under the EDTF Agreement. Company acknowledges and agrees that the Transportation Project shall be completed without any funding from the City or the State of Florida other than the EDTF Grant.

5.2 In carrying out the Transportation Project, Company agrees to comply with and/or cause its Developer to comply with, all environmental and pollution control laws, rules, regulations and requirements applicable to construction and operation of the Transportation Project.

5.3 The parties hereto understand and agree that upon the execution of this Agreement by the parties hereto and the satisfactory compliance with the requirements of Article 6.1 hereof, the City will disburse EDTF Grant funds to Company in accordance with Section 6.3 below. Company agrees to cooperate and cause its Developer to cooperate with the City regarding engineering, construction, inspection and maintenance matters for the Transportation Project as may be reasonably required pursuant to the terms of this Agreement and the EDTF Agreement. Upon completion and acceptance of the Transportation Project by the City and the Florida Department of Transportation ("FDOT"), Company will deliver to the City a Deed of Dedication of Right-of-Way in the form attached hereto as Exhibit F, and simultaneously therewith, City and Company shall enter into a Right-of-Way Maintenance Agreement in the form attached hereto as Exhibit G.

5.4 Company agrees to, or to cause its Developer to, complete construction of the Transportation Project by the deadline set forth in Section 3.0 of the EDTF Agreement, unless the Parties mutually agree to extend such time for commencement and/or completion of the Transportation Project. As used in this Section 5.4, the term "commencement" shall mean construction of the Transportation Project has been initiated as evidenced by the issuance of applicable City permits for the Transportation Project and such other evidence of said construction of the Transportation Project as may be requested by the City in its reasonable discretion.

ARTICLE VI

FUNDING

6.1 The City agrees to provide funds to Company for the Transportation Project in accordance with this Agreement and the EDTF Agreement in the amount of the EDTF Grant, or such lesser amounts as are ultimately disbursed by FDOT under the EDTF Agreement. As between City and Company, Company shall be solely responsible for any and all costs of the Transportation Project in excess of the EDTF Grant actually distributed to Company pursuant to

the EDTF Agreement and this Agreement. Company is liable for all cost overruns in connection with the Transportation Project to the extent such cost overruns cause the EDTF Grant amount to be exceeded. Company shall be solely responsible if and to the extent City is obligated under the EDTF Agreement to refund or forfeit to FDOT any portion of the Transportation Project funds disbursed to City under the EDTF Agreement because of noncompliance by Company or its Developer thereunder, which is not timely cured. Company shall reimburse City for all such refunded or forfeited amounts within thirty (30) days of written demand therefor. In the event the EDTF Agreement is terminated for any reason prior to completion of the Transportation Project, Company's completion of the Transportation Project shall be at Company's sole cost and expense; provided, however, any portion of the EDTF Grant received by the City prior to such date of termination shall be subject to disbursement under and in accordance with the terms of this Agreement.

6.2 Company hereby certifies that it has access to the necessary funds (in excess of the EDTF Grant) to complete the Transportation Project. The City conditions its obligations herein subject to: (i) Company not being then in default under this Agreement; (ii) Company not having caused a City default (through no fault of City) under the EDTF Agreement; and (iii) if and to the extent required under the EDTF Agreement, Company or its Developer and contractors providing the City with payment and performance bonds in accordance with Section 337.18(1), Florida Statutes, insuring completion of the Transportation Project in a form mutually satisfactory to both FDOT and City (as approved by the City Manager's Office and its City Attorney).

6.3 The City will disburse the EDTF Grant to the Company in installments upon receipt of applications for payment from the Company sent to the City Manager's Office on the City's Application for Payment Forms, a copy of which Form is attached hereto as **Exhibit D**, along with any supporting documentation or information as required by the EDTF Agreement or the City in its reasonable discretion. Applications for Payment may be submitted no more frequently than once a month. Any disbursement hereunder shall be in amounts representing the actual costs incurred in construction of the Transportation Project through the end of the period covered by the applicable Application for Payment. Each Application for Payment from the Company shall include a breakdown of amounts paid by or on behalf of the Company for the Transportation Project including line item breakdowns of any amounts that are ineligible for funding under the EDTF Agreement. Each Application for Payment shall include:

(a) a statement, certified by the Company's engineer, that the amounts set forth on the Application for Payment have actually been incurred by or on behalf of the Company for work performed to date in the construction of the Transportation Project; and

(b) interim lien waivers signed by the Company and/or its contractor, releasing and waiving all liens or claims of lien for the Transportation Project to date (which waivers may be conditioned upon receipt of the payments in accordance with Section 713.20(4), Florida Statutes), except that the final Application for Payment shall include a final lien waiver for the Transportation Project signed by the Company and/or its contractor releasing and waiving all liens or claims of liens for the Transportation Project. The final Application for Payment shall be accompanied by a certification by the Company's engineer that the Transportation Project has been completed in accordance with the terms and conditions of this Agreement and

the EDTF Agreement. The final Application for Payment shall be made within ninety (90) days of successful completion of the Transportation Project.

6.4 Company shall engage the services of an engineering firm to design and oversee construction inspection services of the Transportation Project in accordance with the published design standards of the City and approved by the City Manager's Office, and otherwise in accordance with the EDTF Agreement.

6.5 Company shall bid and award the construction of the Transportation Project to an FDOT-approved contractor selection process. At the Company's request, City shall assist, at no external cost to City, Company in the administration of the bid process to assist Company with its obligations to comply with the requirements contained in the EDTF Agreement.

ARTICLE VII

CONSTRUCTION AND OPERATION MANAGEMENT

7.1 Except as otherwise expressly provided herein or as required by the EDTF Agreement, Company shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Transportation Project, provided that the same shall, in any event, conform and comply with the terms and conditions of the EDTF Agreement and this Agreement, and all applicable federal, state, local laws, ordinances and regulations (including without limitation, applicable zoning, subdivision, building and fire codes). Company's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) causing the construction and design of the Transportation Project, subject to the express terms and conditions of this Agreement and the EDTF Agreement;

(b) causing the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties on such terms and conditions as Company deems appropriate; and

(c) causing the negotiation and execution of contracts, agreements, easements and other documents with third parties, in form and substance satisfactory to Company.

ARTICLE VIII

REPORTING

8.1 Once the construction of the Transportation Project commences, Company shall, or cause its Developer to, provide the City with the information required in its quarterly progress reports to the City Manager (the "Progress Reports"), attached hereto as **Exhibit E**.

8.2 The Progress Report obligation hereunder shall continue until completion of the Transportation Project. Completion of the Transportation Project shall be deemed to have

occurred upon submission of the certificate to FDOT required pursuant to Section 7.0(i) in the EDTF Agreement upon completion of the Transportation Project.

8.3 Company shall, or shall cause its Developer to, provide the City, upon reasonable notice given to Company, with additional information and documentation reasonably requested by City, as may be required, related to or concerning the Transportation Project and as necessary to comply with the EDTF Agreement.

ARTICLE IX

DEFAULT AND REMEDIES

9.1 A “default” shall consist of the breach of any covenant, agreement, representation, provision, or warranty entered into relating to the Transportation Project, this Agreement, or the applicable terms and conditions of the EDTF Agreement that is not timely cured as allowed under the EDTF Agreement or this Agreement. In the event of a default, the non-defaulting party may, at any time or from time to time, proceed to protect and enforce all rights available to it under this Agreement, by suit in equity, action at law or by any other appropriate proceeding whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations. Notwithstanding anything herein to the contrary, the non-defaulting party shall not act upon a default until it has given the defaulting party written notice of the default and has provided the defaulting party with thirty (30) days within which to cure the default or initiate curative action provided that the defaulting party diligently and continuously pursues such curative actions. Prior to initiating any litigation arising out of the enforcement of the terms of this Agreement, the parties agree to use their best good faith efforts to mediate any dispute between the parties hereunder. Notwithstanding any provisions in this Agreement to the contrary, City shall have no financial liability to Company or Developer whatsoever in connection with this Agreement or the EDTF Agreement, or in the event the EDTF Agreement is terminated by FDOT unless the EDTF Agreement is terminated solely because of a default caused solely by the City thereunder. For purposes of clarity, if Company or Developer fail to comply with their obligations in connection with this Agreement, and such action or inaction causes a City default under the EDTF Agreement that leads to termination of the EDTF Agreement by the FDOT, the City shall have no liability to Company or Developer therefor. Notwithstanding any other provision herein to the contrary, independent of any Company or Developer default hereunder, provided Company completes the Transportation Project in accordance with all applicable laws and in accordance with this Agreement and the EDTF Agreement.

ARTICLE X

INDEMNIFICATION AND INSURANCE OF COMPANY

Indemnification. Company and Developer (as used in this Article X, the “Indemnifying Parties”) shall hold harmless, indemnify, and defend the City of Fernandina Beach and City’s mayor, commissioners, officials, employees, attorneys and agents (collectively the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions,

losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of this Agreement or the operations, services or work performed hereunder; and

2. Violation of Laws Liability, arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

3. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with this Agreement; and

4. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

The indemnity obligations of the Indemnifying Parties described above shall not, however, include claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney's fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties in connection with the

Transportation Project, the EDTF Agreement or this Agreement to the extent that they arise from the negligence or willful misconduct of the Indemnified Parties.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

The Company's and Developer's indemnifications hereunder shall survive the expiration or earlier termination of this Agreement.

Insurance Requirements.

Company and Developer shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Company must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.

Company and Developer shall also carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

The City and its mayor, commissioners, officials, employees, attorneys and agents shall be endorsed as additionally insured under the Commercial General Liability coverage. Anything to the contrary notwithstanding, the liability of Company and Developer under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

ARTICLE XI

TERMINATION

11.1 In the event FDOT terminates the EDTF Agreement as a result of a noncompliance thereunder or hereunder by Company or Developer that is not timely cured, City may terminate this Agreement immediately upon written notice to Company. In such an event, Company shall return the EDTF Grant funds to the extent set forth and required of the City under the EDTF Agreement.

ARTICLE XII

AUDIT AND RECORDS REQUIREMENTS

The Company and Developer agree:

12.1 To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the City under this Agreement.

12.2 To retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement and the EDTF Agreement for a period of six (6) years after completion of the date of final payment by the City under this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City.

12.3 Upon reasonable demand, to provide such documentation to the City and facilitate the duplication and transfer of any records or documents during the required retention period, the reasonable expenses for which shall be paid by the City.

12.4 To otherwise submit to and comply with the audit and record keeping requirements of the EDTF Agreement in connection with the Transportation Project.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Company agrees that the grant of public funds pursuant to this Agreement is subject to the approval of the City Commission and shall be in accordance with the terms of this Agreement and the EDTF Agreement.

13.2 This Agreement shall be binding on the parties hereto and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Company and Developer shall not assign or transfer its interest in this Agreement without the prior written consent of the City which consent shall not be unreasonably withheld; provided, however, that nothing herein shall be construed to limit Company's ability to assign its obligations hereunder to others for construction of the Transportation Project.

13.3 Neither party shall be held liable for failure to comply with any of the terms of this Agreement when such failure has been caused by fire, labor dispute, strike, war, insurrection, government restrictions, force majeure, or act of God beyond the control and without the fault on the part of the party involved, provided such party uses due diligence to remedy such default.

13.4 No waiver by any party at any time of any of the terms, conditions, covenants, agreements herein or of any default, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof.

13.5 This Agreement constitutes the entire agreement between the City, the Company and Developer with respect to the Transportation Project. No change in, modification of or supplement to this Agreement shall be valid or enforceable unless it is enacted in writing and signed by the duly authorized representatives of the City, Company and Developer.

13.6 The use of the singular in this Agreement shall include the plural and the pronouns shall be considered as masculine, feminine or neuter in gender wherever the context so requires.

ARTICLE XIV

INTEREST OF OFFICERS OR EMPLOYEES OF COMPANY, MEMBERS OF LOCAL GOVERNING BODY, OF OTHER PUBLIC OFFICIAL

14.1 No officer or employee of Company or Developer, no member of the governing body of the locality in which the Transportation Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Transportation Project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the portion of the Transportation Project funded under this Agreement. Company shall incorporate or cause to be incorporated in all such contracts or subcontracts involved with this Transportation Project a provision prohibiting such interest pursuant to the purposes of this section.

ARTICLE XV

CIVIL RIGHTS

15.1 During the construction of and with respect to the Transportation Project, Company agrees to, and agrees to cause the Developer to, comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, Section 287.134(2)(a), Florida Statutes, and further agrees that in its construction of the Transportation Project under this Agreement, it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

ARTICLE XVI

NOTICES, DEMANDS AND COMMUNICATIONS BETWEEN THE PARTIES

Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

COMPANY:

Rayonier Performance Fibers, LLC
10 Gum Street
Fernandina Beach, FL 32035
Attn: General Manager

With copy to:

Rayonier Advanced Materials
1301 Riverplace Boulevard
Suite 2300
Jacksonville, FL 32207
Attn: General Counsel

DEVELOPER:

LignoTech Florida LLC
6 Gum Street
Fernandina Beach, FL 32035
Attn: Managing Director

CITY:

City Manager
204 Ash Street
Fernandina Beach, FL 32034

With copy to:

City Attorney
204 Ash Street
Fernandina Beach, FL 32034

ARTICLE XVII

MISCELLANEOUS

12.1 No Third Party Beneficiaries. The parties hereto do not intend the benefits of this Agreement to inure to any third party except for (i) Indemnified Parties, and (ii) LignoTech Florida, LLC, and only if LignoTech Florida, LLC elects to perform Company's obligations hereunder. Notwithstanding anything contained herein, any other Project Document, or any conduct or course of conduct by any of the parties hereto, this Agreement shall not be construed as creating any rights, claims, or causes of action against the City, or any of its commissioners, employees, officers, agents, or attorneys, in favor of any contractor, subcontractor, supplier of labor, materials or services, or any of their respective creditors, or any other person or entity.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement is executed the day and the year above written.

ATTEST:

CITY OF FERNANDINA BEACH

By _____
Caroline Best, City Clerk

By _____
Dale L. Martin, City Manager

**APPROVED AS TO FORM AND
LEGALITY:**



Tammi E. Bach, City Attorney

**RAYONIER PERFORMANCE FIBERS,
LLC**

ATTEST:

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

Signature of Witness #2

As:

Print or type

Print or type name

LIGNOTECH FLORIDA LLC

ATTEST:

Signature of Witness # 1

Print or type name

Signature of Witness #2

Print or type name

By:

Signature

Print or type name

As:

Print or type

EXHIBITS

- EXHIBIT A - EDTF APPLICATION
- EXHIBIT B - EDTF AGREEMENT
- EXHIBIT C - PERFORMANCE BOND/PAYMENT BOND
- EXHIBIT D - APPLICATION FOR PAYMENT FORM
- EXHIBIT E - PROGRESS REPORT FORM
- EXHIBIT F - DEED OF DEDICATION FORM
- EXHIBIT G - MAINTENANCE AGREEMENT FORM

EXHIBIT A
EDTF APPLICATION

EXHIBIT B
EDTF AGREEMENT

EXHIBIT C

PERFORMANCE BOND

CONTRACT NUMBER _____

(Contract Number to be inserted by the City of Fernandina Beach)

BOND NUMBER _____

(Bond Number to be inserted by the Surety)

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: (____) _____

As to the Surety:

Name:

Principal Business Address:

Telephone: (____)

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Fernandina Beach, Florida

Principal Business Address: 204 Ash Street, Fernandina Beach, FL 32034

Telephone: (904) 310-3103

Description of project including address and description of improvements:

CITY OF FERNANDINA BEACH, FLORIDA
PERFORMANCE BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, (hereinafter the “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the “Surety”), are each held and firmly bonded unto the City of Fernandina Beach, a municipal corporation in Nassau County, Florida, as Obligee (hereinafter called “City”), in the sum of _____ USD (\$_____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number _____ (to be inserted by the City) (the “Contract”), dated as of the ____ day of _____, 20____, for furnishing all labor, equipment and materials, and for performing all operations necessary for _____ (*brief project description*), including, but not limited to, _____ (*more detailed description of project*) , and performing other construction work as specified in the Contract Documents (hereinafter referred to as the “Project”), all in strict accordance with plans and specifications and other Contract Documents prepared by the City of Fernandina Beach, Bid numbered _____, Bid Date _____, entitled _____, and any advertisement for bids for said work and the drawings, plans and specifications for said work and

requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: **(1)** provide the City with a certified copy of the recorded bond before commencing the work or before recommencing the work after a default or abandonment; and **(2)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and **(3)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(4)** pay the City all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

- (1)** Within a reasonable time, but in no event later than thirty (30) days after the

City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor; (C) either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including appellate proceedings, that the City sustains because of

a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including, but not limited to, contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable

to the City, Surety shall be responsible for securing and protecting the work site, including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

[Remainder of page intentionally left blank. Signature page follows immediately.]

SIGNED AND SEALED this ____ day of _____, 20____.

ATTEST: _____ **(Contractor)**

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By _____
Its

AS SURETY

Name of Agent: _____

Address: _____

Note: Date of Bond Must Not Be Prior to Date of Contract

CONTRACT NUMBER _____
(Contract Number to be inserted by the City)

BOND NUMBER _____
(Bond Number to be inserted by the Surety)

PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name:

Principal Business Address:

Telephone: ()

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Fernandina Beach, Florida

Principal Business Address: 204 Ash Street, Fernandina Beach, FL 32034

Telephone: (904) 310-3103

Description of project including address and description of improvements:

CITY OF FERNANDINA BEACH, FLORIDA
PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, (hereinafter the “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida as Surety (hereinafter the “Surety”) are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the “City”), in the sum of _____ USD (\$_____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number _____ (to be inserted by the City) (the “Contract”), dated as of the _____ day of _____, 2016, for furnishing all labor, equipment and materials, and for performing all operations necessary for _____, including, but not limited to, _____ (*describe project detail*); and, performing other construction work as specified in the Contract Documents (hereinafter referred to as the “Project”), all in strict accordance with plans and specifications and other Contract Documents prepared by the City of Fernandina Beach , Bid numbered _____, Bid Date _____, entitled _____, and any advertisement for bids for said work and the drawings, plans and specifications for said work and requirements of the

City's request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Provides to the City a certified copy of the recorded bond prior to commencing the work, or before recommencing the work after a default or abandonment, in accordance with Section 255.05(1)(b), Florida Statutes; and

(2) Promptly makes payments to all claimants, as defined in Sections 255.05(1) and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(3) Defends, indemnifies and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(4) Pays the City all losses, damages, expenses, costs and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically, Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them, both of the proper notices in accordance with the requirements of Section 255.05(2), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies in accordance with the requirements of Section 255.05(10), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, provided that such action must be subject to and in accordance with the conditions set forth in Section 255.05(10), Florida Statutes.

PROVIDED further, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20____.

ATTEST:

Signature

Type/Print Name

Title

Signature

Type/Print Name

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____

Its: _____

AS SURETY

Name of Agent: _____

Address: _____

Note: Date of Bond Must Not Be Prior to Date of Contract

EXHIBIT D
APPLICATION FOR PAYMENT FORM

EXHIBIT E
PROGRESS REPORT FORM

Exhibit A to Distribution Agreement:

EDTF Application

RESOLUTION 2016-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING SUBMISSION OF AN ECONOMIC DEVELOPMENT TRANSPORTATION FUND GRANT APPLICATION TO FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF A TRANSPORTATION PROJECT PURSUANT TO SECTION 339.2821, FLORIDA STATUTES TO SUPPORT LIGNOTECH FLORIDA, LLC'S PROPOSED PROJECT AS A QUALIFIED TARGET INDUSTRY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 339.2821, Florida Statutes, the Florida Department of Transportation (FDOT), in consultation with the Department of Economic Opportunity (DEO) and Enterprise Florida, Inc., may make and approve expenditures and contract with the City of Fernandina Beach for the direct costs of transportation projects such as transportation facilities for LignoTech Florida, LLC that FDOT deems necessary to facilitate the economic development and growth of the state; and

WHEREAS, the Department of Economic Opportunity and the Department of Environmental Protection may formally review and comment on recommended transportation projects, although FDOT has final approval authority for any project authorized under Section 339.2821, Florida Statutes; and

WHEREAS, the Nassau County Economic Development Board and LignoTech Florida, LLC have requested that the City Commission agree to be the governmental body that applies to FDOT for transportation project grant funding to design, construct and maintain transportation facilities, including a road and rail spur that will support LignoTech Florida, LLC's proposed industrial project.

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

SECTION 1. The City Commission hereby understands and agrees that it will be the local governing body that will make application to the Florida Department of Transportation (FDOT) for the Economic Development Transportation Fund for a transportation project estimated to cost Three Million One Hundred Thirty-Eight Thousand Dollars (\$3,138,000.00) to support LignoTech Florida, LLC's industrial project proposed to be located in Fernandina Beach, Florida. The City Commission further understands that FDOT may fund all, some or none of the project costs in the application.

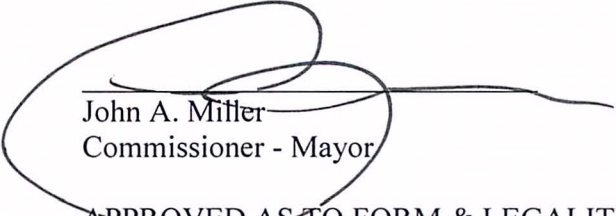
SECTION 2. The City Commission plans to enter into a separate future agreement with LignoTech Florida, LLC to formalize how the City will manage any grant funds received from FDOT, but the City will not be expending any public funds or tax dollars to complete the transportation facilities for LignoTech Florida, LLC but instead will act as the statutory agency in charge of applying for and spending any grant funds awarded pursuant to Section 339.2821, FL Statutes on transportation facilities that facilitate economic development.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute the grant application and all documentation pertaining to the grant agreements with FDOT, if awarded, after review and approval of the City Attorney.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

ADOPTED this 1st day of March, 2016.

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner - Mayor

ATTEST:


Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

To: The Florida Department of Transportation

LignoTech Florida LLC is a newly formed Joint Venture between Rayonier Advanced Materials Inc (RYAM) and Borregaard AS (BAS). LignoTech Florida (LTF) is evaluating an opportunity to fund and build a new facility for the advanced manufacturing of high purity, natural lignin-based products at its Fernandina Beach, FL location. The project is an outstanding opportunity for the City of Fernandina Beach and the State of Florida to secure a significant capital investment within the state from a leading Norwegian manufacturer.

The project is expected to require \$110-130 million in capital investment and create an estimated 50 jobs in Nassau County. If final agreement is reached, Rayonier Advanced Materials will become a 45% owner in the joint venture with Borregaard owning 55%. A comprehensive evaluation process is underway pursuant towards a final decision on the project by the respective boards at the end of the second quarter 2016. This evaluation will include an economic analysis to determine the viability of this project. Assistance with incentives from The Florida Department of Transportation and other government entities will be critical to ensure we maintain an edge over competing locations around North and South America.

The proposed scope of work includes several major projects to be installed at the RYAM Fernandina Beach plant site. In addition to the construction of the LTF plant, there are projects within the RYAM plant that will be required to support the delivery of the raw material and other site services to the LTF plant. The LTF plant will be constructed on property leased to LTF from RYAM. This parcel of land is located at the end of the RYAM plant site as shown in Exhibit A, which is lacking the infrastructure required for access unlike other competing, out-of-state industrial park sites.

If the project is approved, the LTF plant will supply a product to the construction industry with tremendous global environmental benefits. Cement kilns represent 6-8% of greenhouse gas emissions globally. Small doses of lignin as a concrete admixture dramatically reduce the use of cement and water in concrete production. The volume of lignin admixture produced by this facility will displace enough production of cement to reduce greenhouse gas emissions by an amount equivalent to removing more than 500,000 cars off of the road.

Upon approval and permitting, the project will commence construction in July 2016. The construction period is expected to be 18-months with the plant becoming operational in January 2018.

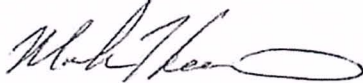
Preliminary engineering of the LTF plant includes infrastructure such as an entrance gate, paved roads, parking lot, railroad, pipe bridges, foundations, buildings, and a warehouse. Export of the LTF plant commercial products will be by truck and rail to domestic and international customers.

For the purpose of this application, additional detail is being provided regarding the design of paved roads and railroad changes. A new side street (6 Gum Street, Fernandina Beach, FL) shall be developed from the current RYAM plant main entrance road (10 Gum Street) as shown in Exhibit B. This will be the entrance for LTF employee personal vehicles and LTF plant trucks. A new LTF entrance gate will be installed at the end of this street. Beyond this point, the existing RYAM plant roads will be modified and new asphalt roads will be installed for ingress and egress to and from the LTF plant. The current estimate includes 25,000 square yards of asphalt for this scope to be used over approximately 4,600 linear feet of road. A new railroad spur, approximately 1,000 feet long, will be installed with a transfer switch for the export of liquid product. This design includes four railcar loading stations within the LTF plant with platforms, gangways, and containment as shown in Exhibit C. Another project scope includes a Caustic Soda delivery system by rail as shown in Exhibit B. The RYAM plant currently receives Caustic Soda by barge and will plan to add a rail delivery system to support the additional demand of the LTF plant. This scope includes the modification of an existing railroad track for five railcar unloading stations including platforms, gangways, and containment.

The LTF plant production volume is expected to ramp up from 2018 through 2023 with export by truck and by rail as mentioned. The raw material supplied by RYAM to LTF is already onsite; therefore, LTF will not be importing raw material. LTF will require delivery of some operating supplies. The addition of the LTF rail spur will minimize the product export by truck through the existing AIA corridor. If the entire production was transported by truck at the full production rate in 2023, this would result in the addition of about one truck per hour to the plant through the AIA corridor.

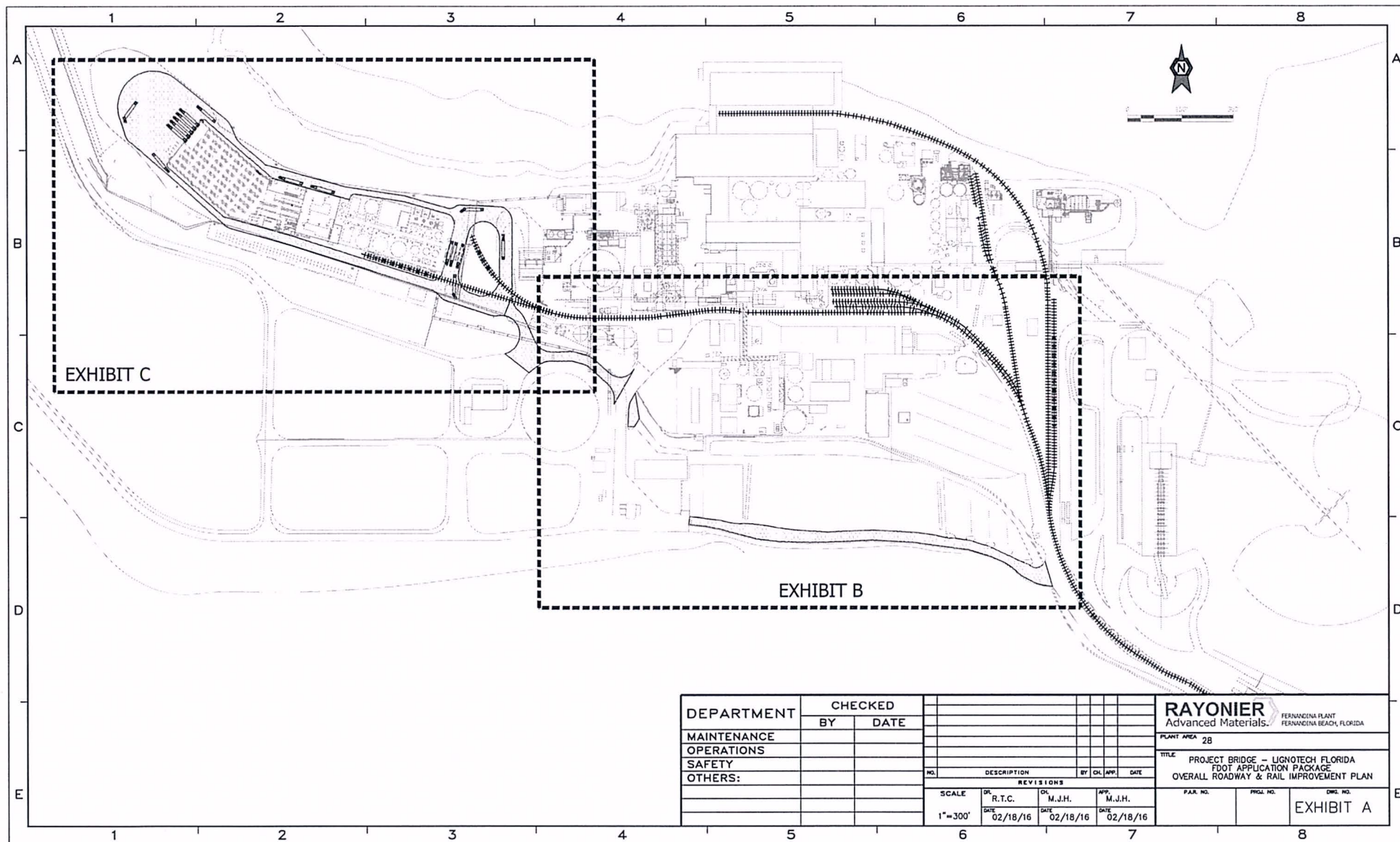
On behalf of LTF, I appreciate your consideration of this project and look forward to any questions that you may have.

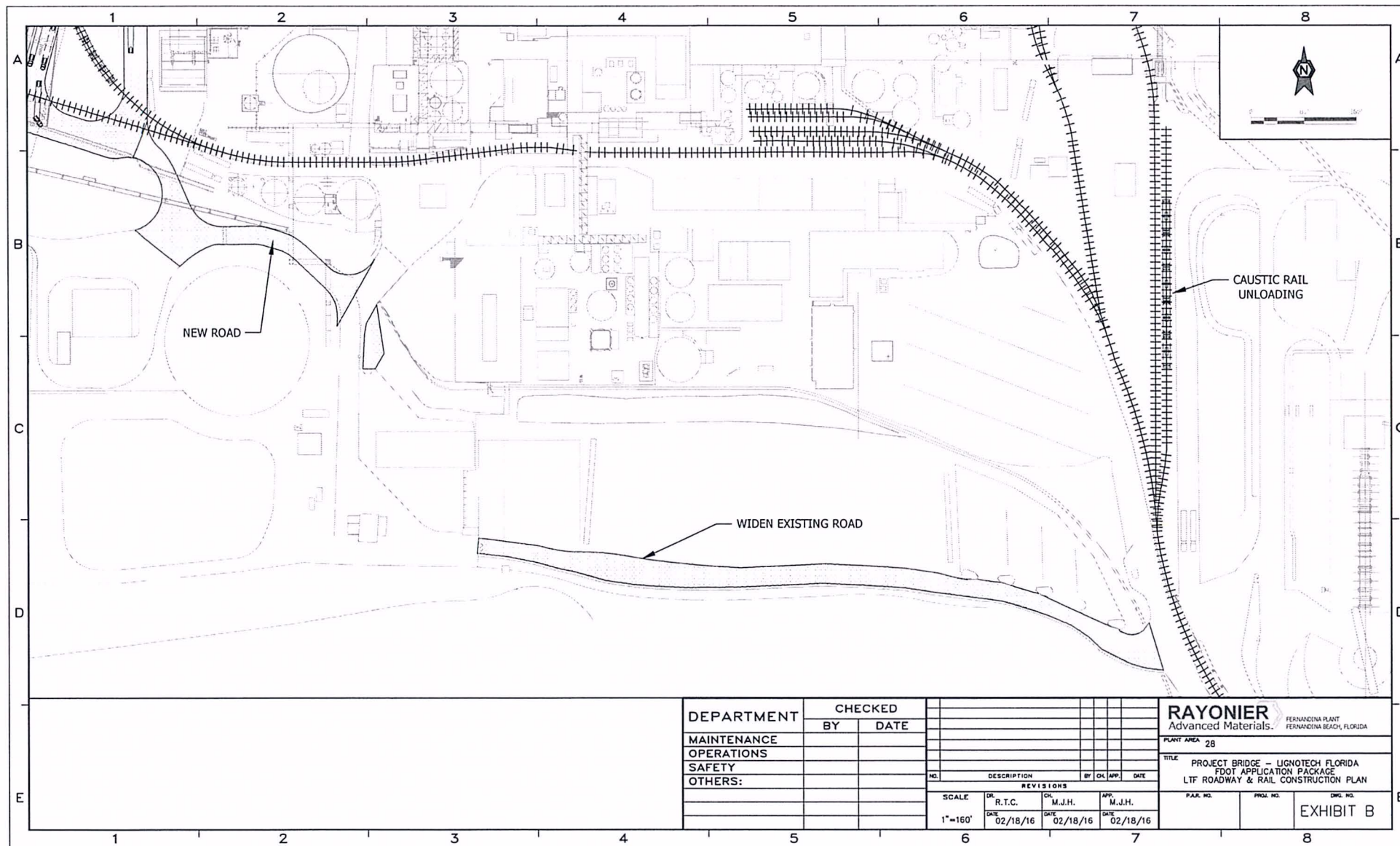
Best Regards,

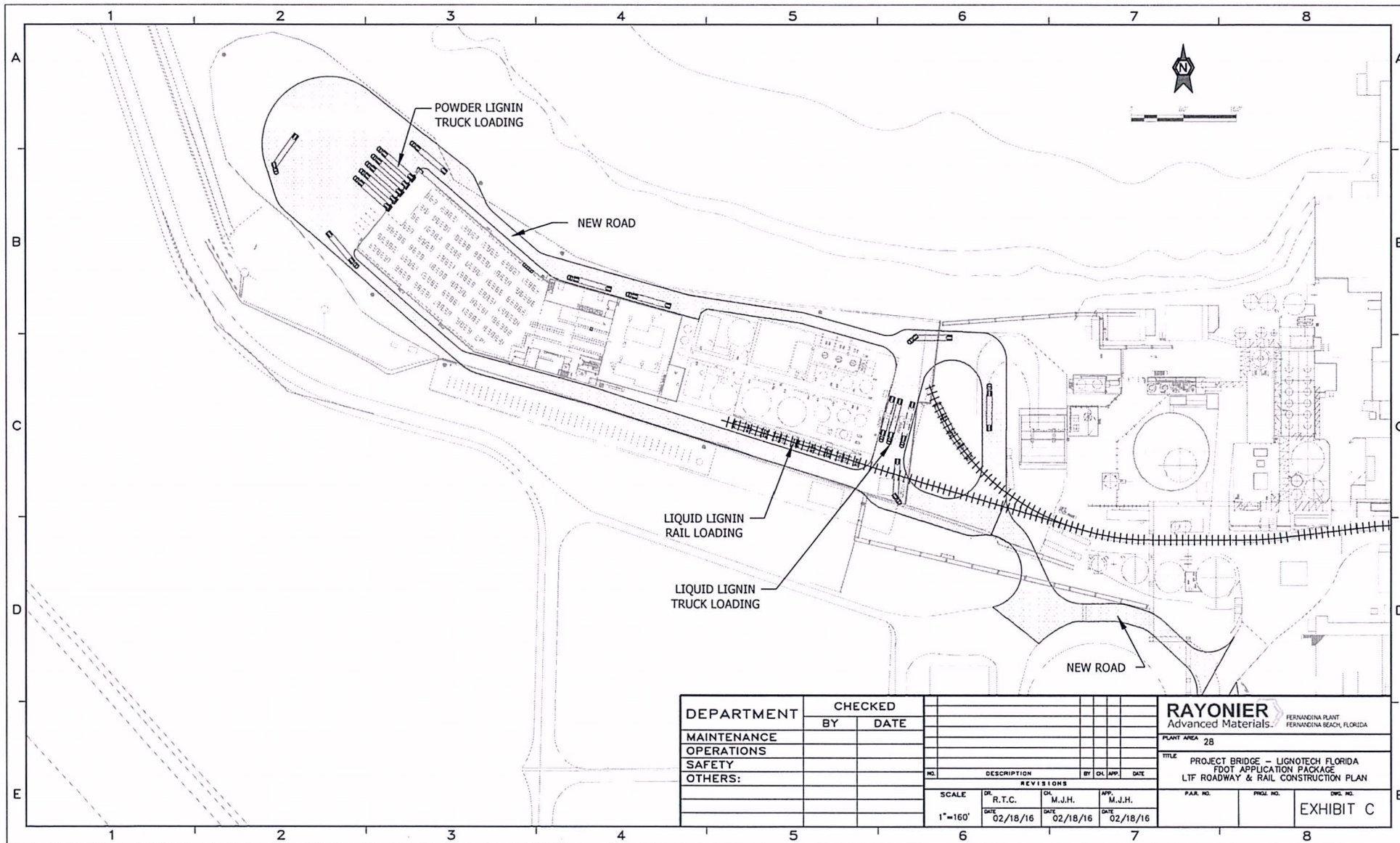


Mark Homans

Authorized Officer







DEPARTMENT

CHECKED
BY DATE

MAINTENANCE

OPERATIONS

SAFETY

OTHERS:

NO. DESCRIPTION BY CHK APP DATE

REVISIONS

SCALE DR. R.T.C. CHK. M.J.H. APP. M.J.H.

DATE 02/18/16 DATE 02/18/16 DATE 02/18/16

RAYONIER
Advanced Materials

PLANT AREA 28

TITLE PROJECT BRIDGE - LIGNOTECH FLORIDA

FOOT APPLICATION PACKAGE

LTF ROADWAY & RAIL CONSTRUCTION PLAN

P.A.R. NO. PROJ. NO. DWG. NO.

EXHIBIT C

ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION INSTRUCTIONS

Name of Business

FOR EFI USE ONLY		
Date Received	Date Revised	Date Completed

1. KEY EDTF PROGRAM INFORMATION AND APPLICATION INSTRUCTIONS

Please carefully review all application instructions. Contact Enterprise Florida, Inc., (EFI) to discuss the project and application before submitting a formal proposal.

Application Instructions: Each Economic Development Transportation Fund (EDTF) application must be accompanied by:

1. The **General Project Overview** (separate document) completed by a representative from the company on whose behalf the application is being submitted.
2. The **Economic Development Transportation Fund Attachment** (this document) completed by the governmental entity applying for the grant.
3. Department of Transportation project cost estimate (last page of this document) form to be completed by a FDOT representative from the local FDOT district.
4. A letter from the company (on company letterhead and signed by an authorized company officer) indicating:
 - a. The transportation impediment that exists and required improvements needed to eliminate the impediment; and
 - b. A statement indicating the project will not occur in Florida without the proposed transportation improvements and only one Florida site is under consideration.
5. A 1:24,000 (1 inch = 2,000 feet) **U.S.G.S. quadrangle sheet** which shows the transportation project and the company's proposed site.
6. Recent digital photographs of the project site showing the location of the facility relative to required transportation improvements and confirming that construction has not yet begun on the facility or transportation project.
7. A small **sketch or diagram** (no more than 8 ½" by 14") showing:
 - a. All existing transportation facilities in proximity to the project site (clearly labeled);
 - b. The business project property boundaries;
 - c. General outline of the facility within the property (existing and / or proposed);
 - d. All existing transportation entry and exit points; and
 - e. The proposed transportation project (clearly designated as the proposed project).

Note: The diagram need not be professional, and the scale may be rough, but it should be in sufficient detail to present the observer with a clear understanding of the current situation and the proposed project.

Applicants are encouraged to submit electronic copies of the application and all supporting materials, in addition to one original, signed copy of the General Project Overview, EDTF attachment, USGS map, and additional maps. If materials cannot be submitted electronically, multiple copies may be required.

Program Overview:

- The EDTF grant must be approved by the Department of Transportation (FDOT) prior to the company making its decision to locate or expand in Florida.
- EDTF may be used to alleviate a transportation impediment as an inducement for a business to remain, expand, or locate in Florida. The grant may not exceed total eligible project costs, up to \$7,000 per job retained or created. Exceptions to the per job limit may be allowed. Contact Enterprise Florida, Inc. for details.
- EDTF applications are accepted throughout the year (there is no application deadline); however, the state's fiscal year runs from July 1 to June 30 and the annual appropriation is made on July 1.
- Pursuant to section 339.2821, Florida Statutes, EDTF funds cannot be used to induce a company to locate from one Florida community to another unless, without the relocation, the company will move outside the state. Contact Enterprise Florida, Inc. if the project involves the relocation of a business.
- EDTF is a reimbursement of eligible costs. The applicant must follow all standard contract bid and purchasing procedures.
- Economic Development Transportation Fund: *Section 339.2821, Florida Statutes.*

Economic Development Transportation Fund Attachment to the General Project Overview

Name of Business

IMPORTANT NOTE: This application must be filed and the incentive approved *prior* to a company's decision to expand or locate in Florida.

1. APPLICANT

- A. Government Applicant: City of Fernandina Beach
- B. Government Federal Employee Identification Number: 59-6000317
- C. Name of Primary Contact: Dale L. Martin
Title: City Manager
Mailing Address: 204 Ash Street
Street Address
Fernandina Beach FL 32034
City State Zip Code
Telephone: 904-310-3101 Fax: 904-310-3454
Email Address: dmartin@fbfl.org Website: www.FBFL.us
- D. DOT District Number: 2

2. TRANSPORTATION OVERVIEW

Be sure to attach a rough site plan showing the facility in relation to the requested transportation improvements to be funded from the EDTF.

- A. Briefly describe the transportation problem and why it is an impediment to the company's location decision.

LignoTech Florida LLC is a newly formed Joint Venture between Rayonier Advanced Materials Inc. (RYAM) and Borregaard AS (BAS). LignoTech Florida (LTF) is evaluating an opportunity to fund and build a new facility for the advanced manufacturing of high purity, natural lignin-based products at its Fernandina Beach, FL location. The project is an outstanding opportunity for the City of Fernandina Beach and the State of Florida to secure a significant capital investment within the state from a leading Norwegian manufacturer.

The project is expected to require \$110-130 million in capital investment and create an estimated 50 jobs in Nassau County. If final agreement is reached, Rayonier Advanced Materials will become a 45% owner in the joint venture with Borregaard owning 55%. A comprehensive evaluation process is underway pursuant towards a final decision on the project by the respective boards at the end of the second quarter 2016. This evaluation will include an economic analysis to determine the viability of this project. Assistance with incentives from The Florida Department of Transportation and other government entities will be critical to ensure we maintain an edge over competing locations around North and South America.

The proposed scope of work includes several major projects to be installed at the RYAM Fernandina Beach plant site. In addition to the construction of the LTF plant, there are projects within the RYAM plant that will be required to support the delivery of the raw material and other site services to the LTF plant. The LTF plant will be constructed on property leased to LTF from RYAM. This parcel of land is located at the end of the RYAM

Economic Development Transportation Fund

Attachment to the General Project Overview

plant site as shown in Exhibit A, which is lacking the infrastructure required for access unlike other competing, out-of-state industrial park sites.

If the project is approved, the LTF plant will supply a product to the construction industry with tremendous global environmental benefits. Cement kilns represent 6-8% of greenhouse gas emissions globally. Small doses of lignin as a concrete admixture dramatically reduce the use of cement and water in concrete production. The volume of lignin admixture produced by this facility will displace enough production of cement to reduce greenhouse gas emissions by an amount equivalent to removing more than 500,000 cars off of the road.

B. Briefly describe the proposed transportation project that will alleviate the transportation impediment.

Upon approval and permitting, the project will commence construction in July 2016. The construction period is expected to be 18-months with the plant becoming operational in January 2018.

Preliminary engineering of the LTF plant includes infrastructure such as an entrance gate, paved roads, parking lot, railroad, pipe bridges, foundations, buildings, and a warehouse. Export of the LTF plant commercial products will be by truck and rail to domestic and international customers.

For the purpose of this application, additional detail is being provided regarding the design of paved roads and railroad changes. A new side street (6 Gum Street, Fernandina Beach, FL) shall be developed from the current RYAM plant main entrance road (10 Gum Street) as shown in Exhibit B. This will be the entrance for LTF employee personal vehicles and LTF plant trucks. A new LTF entrance gate will be installed at the end of this street. Beyond this point, the existing RYAM plant roads will be modified and new asphalt roads will be installed for ingress and egress to and from the LTF plant. The current estimate includes 25,000 square yards of asphalt for this scope to be used over approximately 4,600 linear feet of road. A new railroad spur, approximately 1,000 feet long, will be installed with a transfer switch for the export of liquid product. This design includes four railcar loading stations within the LTF plant with platforms, gangways, and containment as shown in Exhibit C. Another project scope includes a Caustic Soda delivery system by rail as shown in Exhibit B. The RYAM plant currently receives Caustic Soda by barge and will plan to add a rail delivery system to support the additional demand of the LTF plant. This scope includes the modification of an existing railroad track for five railcar unloading stations including platforms, gangways, and containment.

The LTF plant production volume is expected to ramp up from 2018 through 2023 with export by truck and by rail as mentioned. The raw material supplied by RYAM to LTF is already onsite; therefore, LTF will not be importing raw material. LTF will require delivery of some operating supplies. The addition of the LTF rail spur will minimize the product export by truck through the existing AIA corridor. If the entire production was transported by truck at the full production rate in 2023, this would result in the addition of about one truck per hour to the plant through the AIA corridor.

External engineering firms have been hired to design these projects per applicable codes and standards. They are progressing with the +/- 10% estimating, (FEL-3) phase. Additional information is available upon request.

Economic Development Transportation Fund Attachment to the General Project Overview

3. ESTIMATED COSTS AND SOURCES OF FUNDING

Include all transportation project costs and sources, even costs not eligible for reimbursement under EDTF, but part of the total transportation project.

A. Transportation Project Costs:

Construction	\$2,615,000.00
Right of Way ¹	\$0
Design & Engineering	\$523,000.00
Total Project Costs	\$3,138,000.00

B. Transportation Project Funding Sources:

City	\$0
County	\$0
Company	\$138,000.00
Other (govt. grants, developer, etc)	\$0
Total Non-EDTF Funding	\$138,000.00

Please Specify: 0

EDTF Requested Amount² **\$3,000,000.00**

Note: Requested amount must equal the difference between the transportation project costs in 3A. and the transportation project funding sources in 3B.

4. PROJECT INFORMATION

A. Number of full-time permanent jobs created and retained:

Net new jobs: 50 Retained jobs 0 Total Jobs 50

B. New capital investment generated: \$110,000,000.00

C. Average wage for new and retained jobs: \$54,000.00

D. Number of days required to complete construction of the transportation project: 18 - Months

E. What is the location of the project (provide road number, if applicable)?

US: State: Florida County: City: 6 Gum Street

F. Who is responsible for maintenance and upkeep? (indicate if more than one are applicable)

US: ☐ State: ☐ County: ☐ City: ☒
1000 feet of new rail for
rail spur and 4,600 feet of
road improvements

G. What is the length of the transportation project (if applicable):

¹ Right-of-Way cost may be included in the cost estimate if acquisition is required from a third party in order to construct the transportation project; however, EDTF will not provide funds to acquire the right-of-way. These right-of-way costs must be funded by a source other than EDTF in Section 4B.

² Maximum requested amount is \$3 million. Award amount will be up to \$7,000 per job created or retained, unless extraordinary circumstances exist, which warrant an increased per job award. Contact Enterprise Florida for more information.

Economic Development Transportation Fund Attachment to the General Project Overview

5. OTHER CONSIDERATIONS

A. Is there an alternative that would provide a more cost-effective solution to the transportation problem?

Yes ☐ No ☒ If yes, explain: _____

B. Are there additional traffic impacts?

Yes ☒ No ☒

If yes, does the project provide for/address these additional impacts?

Yes ☒ No ☐ If no, explain: _____

C. Is the adopted local government comprehensive plan for the jurisdiction in compliance with Chapter 163, Part II, Florida Statutes³?

Yes ☒ No ☐ If not, what is the expected time frame for compliance? _____

D. What is the future land use map designation for the proposed project site?

Heavy Industrial

E. Are the transportation project and business facility consistent with the adopted local government comprehensive plan?

Yes ☒ No ☐ If not, describe the inconsistency and give the time frame for amending the plan: _____

F. Does the adopted plan include an economic development element?

Yes ☒ No ☐

G. Is the applicant's transportation project linked to other publicly funded economic development programs?

Yes ☐ No ☒ If so, list the programs and discuss the role they will play in this project: _____

H. Is the proposed site part of a current or previous DRI?

Yes ☐ No ☒ If yes, explain (including concurrency issues): _____

I. Will low to moderate income workers be eligible for employment within this facility?

Yes ☐ No ☒ If yes, please describe: _____

J. Is the proposed transportation project already included in future capital improvement plans?

Yes ☒ No ☐ If yes, explain: _____

See transportation overview

6. TRAFFIC IMPACTS

*Only REQUIRED for projects involving state highways.
Information is optional for all other projects.*

A. Traffic generation estimates: (in number of vehicles daily)

³ Chapter 163, Part II: Growth Policy; County and Municipal Planning; Land Development Regulation

Economic Development Transportation Fund Attachment to the General Project Overview

Number of cars	<u>50</u>	Number of trucks	<u>12</u>
B. AM Peak Hour:	<u>7</u> a.m. to <u>9</u> a.m.		
Number of inbound cars	<u>50</u>	Number of inbound trucks	<u>6</u>
Number of outbound cars	<u>0</u>	Number of outbound trucks	<u>6</u>
C. PM Peak Hour:	<u>3:30</u> p.m. to <u>5:30</u> p.m.		
Number of inbound cars	<u>0</u>	Number of inbound trucks	<u>6</u>
Number of outbound cars	<u>50</u>	Number of outbound trucks	<u>6</u>

7. SIGNATURE

To the best of my knowledge, the information included in this application is accurate.

Signature of chief elected official

Name: John A. Miller

Title: Mayor

- Signature must be that of the chief elected city or county official.
- If this application is for a city or county road, the city or county, respectively, must agree to maintain the road (via passage of a resolution following state approval of the EDTF grant). This will be stipulated in all contracts involving expenditure of the Economic Development Transportation Fund.

* * * PLEASE BE SURE TO ATTACH THE GENERAL PROJECT OVERVIEW * * *

ATTEST:

By: Caroline Best
 Printed Name: Caroline Best
 Title: City Clerk
 Date: March 15, 2016

APPROVED AS TO FORM AND LEGALITY:

[Signature]
 CITY ATTORNEY

ECONOMIC DEVELOPMENT TRANSPORTATION FUND PROJECT COST ESTIMATE

FOR SUBMISSION TO THE EDTF COORDINATOR
IN THE FDOT DISTRICT IN WHICH THE PROJECT IS LOCATED

FDOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE:

Based on information provided with this application:

Estimated cost of construction	\$ _____
Estimated cost of right of way	\$ _____
Estimated cost of design and engineering	\$ _____
Total estimated cost:	\$ _____

Was cost overrun considered in total cost?

Yes ☐ No ☐

If yes, how much? \$ _____ or % _____

Has design and engineering been completed?

Yes ☐ No ☐

If yes, is design in accordance with DOT specifications?

Yes ☐ No ☐

How many days are estimated for completion of the transportation project? _____

FDOT Comments: _____

Signature of FDOT District EDTF Coordinator

FDOT district number: _____

- The signature of the FDOT District representative attests only to the cost estimates for the EDTF transportation project and does not commit FDOT to the approval of the EDTF award request or any FDOT permits associated with this project.
- Applications submitted without this completed and signed page are incomplete and will not be processed until received by Enterprise Florida, Inc.

Qualified Target Industry Tax Refund Attachment to the General Project Overview

LignoTech Florida LLC

Name of Business

FOR EFI USE ONLY		
Date Received	Date Revised	Date Completed
EFI Project Number		

Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

IMPORTANT NOTE: This application must be filed and the incentive approved **prior** to making the decision to expand an existing Florida business unit or to locate a new business unit in Florida.

* * *Be sure to submit the General Project Overview and Local Support Resolution¹ following passage by the City / County* * *

1. PROJECT EMPLOYMENT AND WAGE COMMITMENTS

A. What is the total number of net new full-time equivalent Florida jobs created by the project at the business unit²?

50

B. Provide the job creation schedule to which you commit: (Please limit the phases to a maximum of three consecutive years and job creation to no less than ten jobs in the first year).

Phase	Number of net new full-time equivalent Florida jobs created in the business unit	Date by which jobs will be created
I	50	12/31/2018
II		12/31/
III		12/31/
IV		12/31/
V		12/31/
Total		

C. For the purposes of certification, agreement, and claim review, indicate the average wage and corresponding threshold (percentage) to which you commit:

Check the relevant box (only one) and fill in the first field (wage commitment) and second field (county, state, or MSA used).

☐ \$_____, which is at least 115% of the average wage in _____.

☐ \$54,000, which is at least 150% of the average wage in Nassau County.

☐ \$_____, which is at least 200% of the average wage in _____.

2. LOCAL FINANCIAL SUPPORT

A. Identify the local government(s) anticipated to provide local financial support³:

Nassau County

¹ Submit the resolution adopted by the local governing body recommending the applicant be approved as a QTI Business unit and indicating the amount of local financial support that has been committed. Resolution should clearly indicate waivers requested and justification for such waivers.

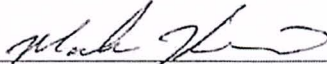
² Must be a minimum of 10 new jobs and a 10 percent increase in current business unit employment (if an existing Florida business).

³ The total QTI award may not exceed five times the local financial support provided by the community. If the community has requested a local financial support waiver or the support is provided in the form of ad valorem tax abatement, the QTI award will be reduced by this amount.

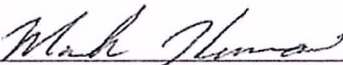
Qualified Target Industry Tax Refund Attachment to the General Project Overview

B. Indicate the date(s) the QTI support resolution(s) is / are anticipated to be passed by the local government:

3. SIGNATURES


Signature of Individual Completing this Attachment
(if different from General Project Overview)
1301 Riverplace Blvd, Suite 2300, Jacksonville, FL 32207
Address (if different)

12/09/15
Date
904.357.9162
Phone Number (if different)


Signature (Authorized Company Officer) REQUIRED
Mark Homans, Authorized Signer

12/09/15
Date

Name and Title of Authorized Officer

4. KEY QTI PROGRAM INFORMATION

- The tax refund claim form will be due by January 31st each year for the number of jobs on December 31st of the previous calendar year. Tax refunds paid per state fiscal year (July 1 – June 30) may not exceed 25 percent of the total tax refund award associated with the phase(s) scheduled.
- The total award will be equal to \$3,000 (\$6,000 in Enterprise Zones or Rural Counties) times the number of jobs reported in item 1A. Additional per job bonuses may be available; however, the QTI award may not exceed five times the local financial support paid by the community.
 - \$1,000 per job if the average annual wage is at least 150% of the area's average; or \$2,000 per job if the average annual wage is at least 200%.
 - \$2,000 per job if the business falls within a designated high impact sector OR if the business increases exports of its goods through a seaport of airport in the state by at least 10 percent in value or tonnage in each year of receiving a QTI refund.
 - \$2,500 per job if the project locates in a designated Brownfield area (Brownfield Bonus).
 - \$1,000 per job if the local financial support is equal to the base QTI award.
- If in any year the applicant does not achieve the job creation schedule outlined in item 1C, but achieves at least 80% of the required net new jobs, the company will receive a pro-rated refund less a 5% penalty of the scheduled award amount for that year. **If job creation falls below 80% of the required jobs, the company will not receive a refund and will be terminated from the program. Similarly, if the average wage falls below the wage committed to in 1C, the company will not receive a refund and will be terminated from the program.**
- For an expanding Florida business unit:
 - Existing number of full-time equivalent Florida jobs must be maintained for the duration of the QTI agreement.
 - The average wage commitment should include wages paid for only the net new to Florida jobs, as shown on the unit's UCT-6 form. The applicant will be required to establish a tracking mechanism to distinguish between existing versus new jobs and employees filling those jobs. Contact Enterprise Florida for more information.
- QTI eligible jobs are those that are physically located within the State of Florida and located at the facility listed as the proposed location address in question 2G of the General Project Overview or subsequent QTI contract with the State of Florida. If any jobs will not be physically located at the proposed location address, contact Enterprise Florida to discuss the situation. Jobs that are paid out of the proposed location address facility but are not located at that facility or in the State of Florida are not considered net new jobs for QTI purposes.
- A qualified target industry business that fraudulently claims a refund under 288.106(2), Florida Statutes:
 - Is liable for repayment of the refund to the account, plus a mandatory penalty in the amount of 200 percent of the tax refund which shall be deposited into the General Revenue Fund.
 - Is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- Qualified Target Industry Tax Refund: Section 288.106, Florida Statutes.

Qualified Target Industry Tax Refund Attachment to the General Project Overview

LignoTech Florida LLC is a newly formed Joint Venture between Rayonier Advanced Materials Inc and Borregaard AS. LignoTech Florida is evaluating an opportunity to fund and build a new facility for the advanced manufacturing of high purity, natural lignin-based products at its Fernandina Beach location. The project is an outstanding opportunity for Nassau County and the State of Florida to secure a significant capital investment in the state from a leading Norwegian manufacturer.

The project is expected to require \$110-130 million in capital investment and create 50 jobs in Nassau County. If final agreement is reached, Rayonier Advanced Material will become a 45% owner in the joint venture with Borregaard owning 55%.

This project is going through a comprehensive evaluation process before a final decision is made on whether or not to proceed. This evaluation will include an economic analysis that will be used to validate the viability of this project. Assistance and incentives from Enterprise Florida and other government entities will be critical to ensure we maintain an edge over competing locations.



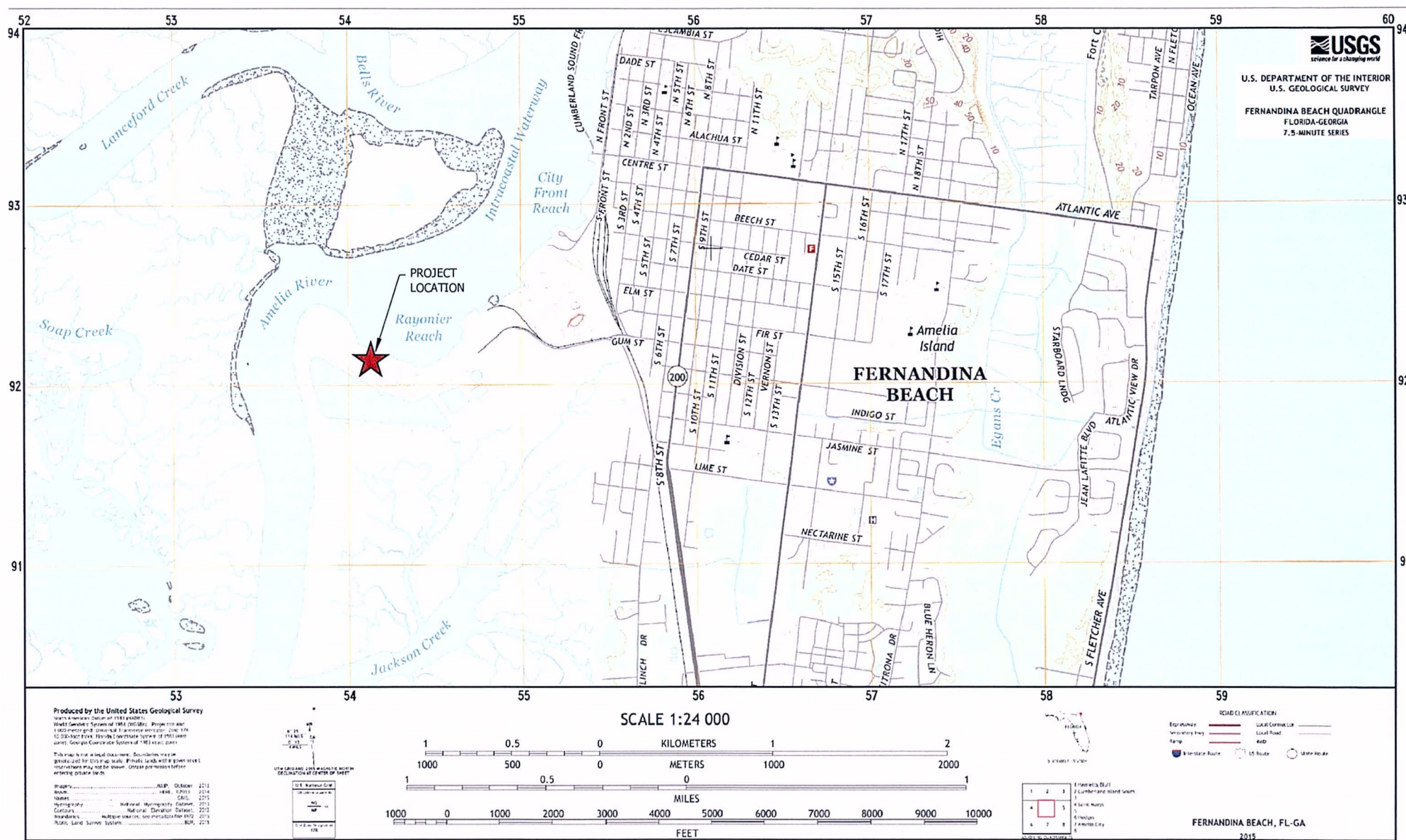
February 22, 2016
Proposed LTF Site Location



February 22, 2016
Proposed LTF Gate Location



February 22, 2016
Proposed LTF New Road



STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

ECONOMIC DEVELOPMENT TRANSPORTATION
PROJECT FUND AGREEMENT
(OFF-SYSTEM)

This Economic Development Transportation Project Fund Agreement (Off-System) ("Agreement") is entered into this 18th day of November 2016, between the State of Florida, Department of Transportation ("FDOT") and the City of Fernandina ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has submitted an application for a grant from FDOT's Economic Development Transportation Project Fund ("EDTPF") on behalf of Ligno Tech Florida, LLC ("Business Entity")

B. FDOT has determined that the transportation project described in **Exhibit "A"** attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and FDOT is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Agency for the direct costs of the Project.

C. The Agency by Resolution No. 2016-32 dated the 15th day of March, 2016, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

D. The Project is for the design and construction of transportation facility improvements associated with a new or expanding business and 50 full-time permanent jobs will result from the Project.

E. The Agency is prepared to complete the Project at an estimated total cost of \$3,138,000.00.

F. FDOT is prepared to provide **\$841,667.00** toward the total cost of construction of the Project as more fully described in Section 6.0 and **Exhibit "B"**, Schedule of Funding.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1.0 RECITALS: The recitals above are true and correct and are made a part of this Agreement.

2.0 TERM: The term of this Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2019, unless terminated at an earlier date as provided in this Agreement. If the Project is not completed within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

3.0 COMMENCEMENT: Unless terminated earlier, work on the Project shall commence no later than: the 21ST day of November, 20 16 or within 10 days of the issuance of the Notice to Proceed for construction, whichever date is earlier (“Commencement Date”), and shall be completed on or before December 31, 2019. FDOT shall have the immediate right to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If construction of the transportation the Project does not commence within four (4) years of the date of the initial notice of grant award, attached and incorporated in this Agreement as **Exhibit “C”**, this Agreement and the Project are immediately terminated.

4.0 PROJECT DESCRIPTION: The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Management Number 439737-1-54-01 and the quantifiable, measurable and verifiable units of deliverables are described more fully in **Exhibit “A”** which is incorporated in this Agreement, and is in connection with the location or expansion of facilities by the Business Entity.

5.0 NOTICES AND APPROVALS: All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the

Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

FDOT:

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 2 ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND
COORDINATOR
JORDAN L. GREEN, P.E., Transportation Support Manager – District 2 /
DISTRICT 2 EDTF COORDINATOR
PHONE: 386-961-7840
FAX: 386-758-3703**

AGENCY:

**LAURA DIBELLA, EXECUTIVE DIRECTOR
NASSAU COUNTY ECONOMIC DEVELOPMENT BOARD
736346 WILLIAM BURGESS BLVD
YULEE, FLORIDA 32097
PHONE: 904-225-8878
FAX: 561-756-3132**

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

6.0 RELEASE OF FUNDS: Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "D"**;

(b) The Agency shall certify to FDOT that the Business Entity, or the Agency's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits, and the Business Entity has initiated vertical construction of its facilities described in this Agreement. If the Agency fails to provide such certification to FDOT by October 1, 2018, FDOT may, at its discretion, terminate this Agreement;

during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

(l) If, after Project completion, any claim is made by FDOT resulting from an audit or for work or services performed pursuant to this Agreement, FDOT may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to FDOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by FDOT.

(m) The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

6.1 TRANSFER OF FUNDS: The Agency should be aware of the following time frames. Upon receipt of the invoice, FDOT has 20 days to inspect and approve the goods and services. FDOT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.2 USE OF FUNDS: Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. The funds shall not be used for the

purchase or planting of any landscape, mitigation, the installation or relocation of utilities, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit “B”**, is attached and incorporated in this Agreement.

6.3 ASSURANCES: As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The Agency is liable for all costs in excess of the amount paid by FDOT.

6.4 PROHIBITION OF LOCAL PREFERENCES IN PROCUREMENT OF CONSTRUCTION SERVICES: If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

7.0 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection (“CCEI”) of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Agency.

(b) The Agency understands that it is responsible for the preparation of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project using the Agency’s normal procurement procedures to perform the design services for the Project.

(c) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any design work performed prior to the execution of this Agreement is not subject to reimbursement.

(d) The Agency will provide one (1) copy of the final signed and sealed design plans and signed and sealed specifications and final bid documents to FDOT’s District Program Administrator Engineer

at William.cerlanek@dot.state.fl.us or mail Wm. David Cerlanek, P.E., PTOE, CPM, District Program Administrator Engineer, Program Management, MS 2014, 1109 South Marion Avenue, Lake City, Florida 32025 prior to commencing construction of the Project. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's District Program Administrator Engineer at William.cerlanek@dot.state.fl.us or mail Wm. David Cerlanek, P.E., PTOE, CPM, District Program Administrator Engineer, Program Management, MS 2014, 1109 South Marion Avenue, Lake City, Florida 32025, at 386-961-7823 or from an appointed designee. Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(e) The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project.

(f) The Agency shall hire a qualified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

(g) The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

(h) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency standards.

(i) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit "E"**. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of

all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from FDOT in advance of the deviation being constructed.

(j) The Agency must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project or it may not be paid.

(k) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in **Exhibit "D"**. The terms of this provision shall survive the termination of this Agreement and may be enforced by FDOT.

8.0 AVAILABILITY OF FUNDS: The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

9.0 TERMINATION OF AGREEMENT: FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 10.0 of this Agreement within thirty (30) days of the termination of this Agreement. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in

progress on FDOT right-of-way will become the property of FDOT and will be turned over promptly by the Agency.

9.1 TERMINATION REPORT: Upon termination prior to the expiration of this Agreement, the Agency will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; (ii) the balance of any unexpended Project funds; (iii) the actual amount of the Business Entity's capital investment; and (iv) the actual number of permanent, full-time jobs created by the Business Entity.

10.0 EXPENDITURES IN VIOLATION OF AGREEMENT: Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

11.0 LEGAL REQUIREMENTS:

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

12.0 PUBLIC ENTITY CRIME: The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

12.1 NON-RESPONSIBLE CONTRACTORS: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

13.0 UNAUTHORIZED ALIENS: FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for immediate termination of this Agreement.

14.0 NON-DISCRIMINATION: The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

15.0 ATTORNEY FEES: Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

16.0 TRAVEL: There shall be no reimbursement for travel expenses under this Agreement.

17.0 PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

18.0 AUDIT AND MONITORING REQUIREMENTS:

(a) The administration of resources awarded through the FDOT to the Agency by this Agreement may be subject to audits and/or monitoring by the FDOT. The following requirements do not limit the authority of the FDOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

i. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by FDOT staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the FDOT by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the FDOT. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT, the Department of Financial Services (DFS) or the Auditor General.

ii. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the FDOT through this Agreement is subject to the following requirements:

1. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "F" to this Agreement indicates state financial assistance awarded through the FDOT by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the FDOT by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission

of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the FDOT at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

4. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

5. Any copies of financial reporting packages, reports or other information required to be submitted to the FDOT shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. The Agency, when submitting financial reporting packages to the FDOT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7. Upon receipt, and within six months, the FDOT will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the FDOT by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the FDOT may take appropriate corrective action to enforce compliance.

8. As a condition of receiving state financial assistance, the Agency shall permit the FDOT, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

iii. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the FDOT, or its designee, DFS or the Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the FDOT, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the FDOT.

(b) The Agency must include the audit and record keeping requirements in this Section 18.0 in contracts and subcontracts entered into by the Agency with any party for work required in the performance of this Agreement.

(c) The Agency shall, three (3) months after the date of execution of this Agreement and every three (3) months thereafter, provide FDOT with quarterly progress reports. Each quarterly report shall

contain a narrative description of the work completed and whether the work is proceeding according to the project schedule; a description of any change orders executed by the Agency with prior written approval by FDOT, preceding the change orders; a budget summary detailing planned expenditures compared to actual expenditures; and identification of each small, women-owned or minority business enterprise used as contractors or subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the Agency and payments made pursuant to such orders, shall be maintained by the Agency in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(d) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to FDOT upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by FDOT for a proper audit of costs.

18.1 COOPERATION WITH INSPECTOR GENERAL: The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

19.0 LOBBYING: Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

20.0 MINORITY VENDORS: The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each

business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

21.0 INDEMNITY AND INSURANCE:

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

(c) The Agency shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

22.0 FOLLOW-UP REPORT: Two (2) years after the Business Entity has completed the construction associated with this Project, the Agency will provide FDOT with the actual number of new, permanent, full-time jobs created by the Business Entity. The terms of this provision shall survive the termination or expiration of this Agreement and may be enforced by FDOT.

23.0 MODIFICATION OF AGREEMENT: In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is made after the expiration of the above referenced date, FDOT shall have the right to immediately terminate this Agreement.

24.0 E-VERIFY: The Agency:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

(b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25.0 NON-ASSIGNMENT: The Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

26.0 ENTIRE AGREEMENT: This instrument embodies the entire Agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written,

between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

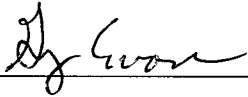
27.0 DUPLICATE ORIGINALS: This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

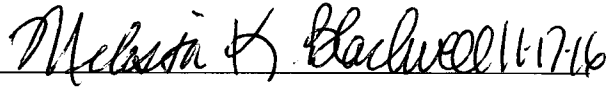
By: 

Print Name: Greg Evans

Title: District Two Secretary

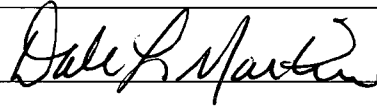
Date: 11/18/16

Legal Review:

 11/17/16

See attached Encumbrance Form for date of
funding approval by Comptroller

CITY OF FERNANDINA BEACH

By: 

Print Name: Dale L. Martin

Title: City Manager

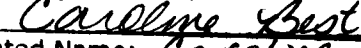
As approved by the Board on:

Attest: _____

Legal Review:

County Attorney

ATTEST:

By: 
Printed Name: Caroline Best
Title: City Clerk
Date: 10/17/16

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

EXHIBIT “A”

SCOPE OF SERVICES

Financial Management Number: 439737-1-54-01

**Design, construction and construction engineering inspection (CEI) of a new
approximate 1,000 foot rail spur which includes switches**

EXHIBIT “B”
SCHEDULE OF FUNDING
Financial Management Number: 439737-1-54-01

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
439737-1-54-01	STTF	2017	55.032	Economic Development Transportation Projects – Road Fund	\$841,667.00	088865
Total Award					\$841,667.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

EXHIBIT "C"
NOTICE OF GRANT AWARD
Financial Management Number: 439737-1-54-01

Centennial

1915 • 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

May 18, 2016

Mr. Dale L. Martin
City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Dear Mr. Martin:

I am pleased to inform you that the Economic Development Transportation Fund grant request submitted by the City of Fernandina Beach has been approved by the Department of Transportation (FDOT). The grant approval, which provides the city with \$841,667, is subject to the receipt of a legislative appropriation that allows FDOT to fund the following transportation project:

Design and construct a new 1,000 foot rail spur which includes switches.

Please contact Mr. Jordan Green, the FDOT District Two Economic Development Transportation Fund Coordinator at (386) 961-7840 to begin work on the contract agreement for the disbursement of the approved grant funds. Please note that the airport authority cannot be reimbursed for any costs incurred prior to the execution of the required contract and compliance with all applicable terms and conditions of the contract.

Construction of the referenced project must commence within four (4) years of the date of this notice of grant award. If project construction does not commence within the four (4) year period, this grant award and any contract for the disbursement of the awarded funds will terminate immediately.

Congratulations on your Economic Development Transportation Fund grant award. We look forward to working with you on the development of this important transportation project. Questions regarding this letter or the approval of your Economic Development

www.dot.state.fl.us

Mr. Dale L. Martin
May 18, 2016
Page Two

Transportation Fund grant request should be directed to Ms. Jasmin Raffington at (850) 414-5266.

Sincerely,


Jim Boxold
Secretary

cc: Heather Squires, Enterprise Florida, Inc.
Karl Blischke, Department of Economic Opportunity
Jordan Green, District Two Economic Development Transportation Fund
Coordinator

EXHIBIT “D”
AGENCY RESOLUTION
Financial Management Number: 439737-1-54-01

EXHIBIT “E”
NOTICE OF COMPLETION AND ENGINEER’S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and the City of Fernandina

PROJECT DESCRIPTION: design, construction and CEI of a new approximate 1,000 foot rail spur which includes switches

FINANCIAL MANAGEMENT ID# 439737-1-54-01

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit “F”

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 339.2821, FLORIDA STATUTES:

State Project: Economic Development Transportation Projects – Road Fund

State Awarding Agency: Florida Department of Transportation

Catalog of State Financial Assistance (CSFA) Number: 55-032

Grant Amount: \$841,667.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Objectives of the Project: Alleviate transportation problems that adversely affect the decision of a specific company to locate or expand in the State of Florida.

Project Restrictions:

Eligibility for Economic Development Transportation Projects funding is limited to the direct cost of transportation projects that:

1. Attract new employment opportunities to the State or expand or retain employment in existing companies operating within the State; or
2. Allow for the construction or expansion of a state or federal correctional facility that creates, expands or retains employment in a county with a population of 75,000 or less.

Eligible transportation projects are reviewed for funding by considering the following:

1. Cost per job created or retained considering the amount of transportation funds requested;
2. Average hourly wages of the jobs created;
3. Reliance on programs as an inducement to determine the project's location;
4. Amount of capital investment to be made by a business;
5. Demonstrated local commitment;
6. Location of the project in an enterprise;
7. Location of the project in a spaceport territory;
8. Unemployment rate of the surrounding area; and
9. Poverty rate of the area.

Eligible Applicant:

An instrumentality of the state, or a county, municipality, district, authority, board, or commission, or an agency thereof, within whose jurisdiction the eligible transportation project is located.

Equipment and Real Property Management:

If the transportation project is constructed on a county or municipal system, the governing board must adopt a resolution accepting responsibility for maintenance and related costs when the transportation project is complete.

Reporting:

Governmental bodies that receive Economic Development Transportation Projects funding must:

- 1) Provide FDOT with quarterly progress reports that contain:
 - A narrative description of the work completed and whether the work is proceeding according to the transportation project schedule;
 - A description of each change order executed by the governmental body with prior written approval by FDOT, preceding the change orders;
 - A budget summary detailing planned expenditures compared to actual expenditures; and
 - The identity of each small, women-owned or minority business used as a contractor or subcontractor.
- 2) Maintain records in accordance with accepted governmental accounting principles and practices for:
 - Each progress payment made for work performed in connection with the transportation project;
 - Each change order executed by the governmental body, and;
 - Each payment made pursuant to a change order.
- 3) Provide FDOT with a financial audit of the governmental body conducted by an independent certified public accountant.

Sub-recipient Monitoring:

The construction or building site for each transportation project that receives Economic Development Transportation Projects funding will be monitored to ensure compliance with Section 339.2821, Florida Statutes, and contractual requirements, which includes but is not limited to the construction of the business facility.

RESOLUTION 2016-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING SUBMISSION OF AN ECONOMIC DEVELOPMENT TRANSPORTATION FUND GRANT APPLICATION TO FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF A TRANSPORTATION PROJECT PURSUANT TO SECTION 339.2821, FLORIDA STATUTES TO SUPPORT LIGNOTECH FLORIDA, LLC'S PROPOSED PROJECT AS A QUALIFIED TARGET INDUSTRY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 339.2821, Florida Statutes, the Florida Department of Transportation (FDOT), in consultation with the Department of Economic Opportunity (DEO) and Enterprise Florida, Inc., may make and approve expenditures and contract with the City of Fernandina Beach for the direct costs of transportation projects such as transportation facilities for LignoTech Florida, LLC that FDOT deems necessary to facilitate the economic development and growth of the state; and

WHEREAS, the Department of Economic Opportunity and the Department of Environmental Protection may formally review and comment on recommended transportation projects, although FDOT has final approval authority for any project authorized under Section 339.2821, Florida Statutes; and

WHEREAS, the Nassau County Economic Development Board and LignoTech Florida, LLC have requested that the City Commission agree to be the governmental body that applies to FDOT for transportation project grant funding to design, construct and maintain transportation facilities, including a road and rail spur that will support LignoTech Florida, LLC's proposed industrial project.

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

SECTION 1. The City Commission hereby understands and agrees that it will be the local governing body that will make application to the Florida Department of Transportation (FDOT) for the Economic Development Transportation Fund for a transportation project estimated to cost Three Million One Hundred Thirty-Eight Thousand Dollars (\$3,138,000.00) to support LignoTech Florida, LLC's industrial project proposed to be located in Fernandina Beach, Florida. The City Commission further understands that FDOT may fund all, some or none of the project costs in the application.

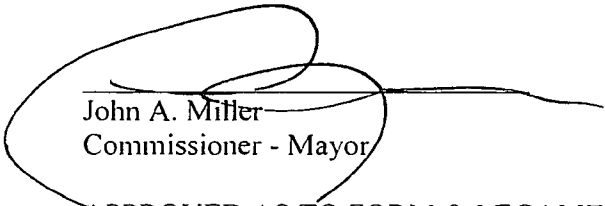
SECTION 2. The City Commission plans to enter into a separate future agreement with LignoTech Florida, LLC to formalize how the City will manage any grant funds received from FDOT, but the City will not be expending any public funds or tax dollars to complete the transportation facilities for LignoTech Florida, LLC but instead will act as the statutory agency in charge of applying for and spending any grant funds awarded pursuant to Section 339.2821, FL Statutes on transportation facilities that facilitate economic development.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute the grant application and all documentation pertaining to the grant agreements with FDOT, if awarded, after review and approval of the City Attorney.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

ADOPTED this 1st day of March, 2016.

CITY OF FERNANDINA BEACH

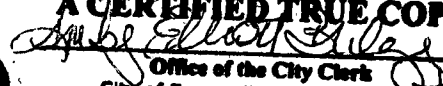

John A. Miller
Commissioner - Mayor

ATTEST:


Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:


Tammi E. Bach
City Attorney

**A CERTIFIED TRUE COPY**

Office of the City Clerk
City of Fernandina Beach, Florida 



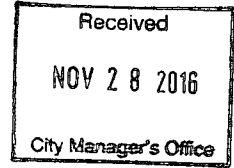
Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

JIM BOXOLD
SECRETARY

November 21, 2016



Mr. Dale L. Martin, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

**Subject: Economic Development Transportation Project Fund Agreement
New Rail Spur including switches
Financial Project ID: 439737-1-54-01
Contract Number: G0H42**

Dear Mr. Martin:

Enclosed for your file is a fully executed copy of the Economic Development Transportation Project Fund Agreement for a new rail spur including switches in Fernandina Beach, Florida.

The City must provide a set of signed and sealed plans and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for Department's review and approval *prior* to the Department giving authorization to advertise. The Department does not allow the CEI and designer to be the same.

Prior to award, please submit the name of the lowest responsible / responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. Once a contractor is selected, please send the preliminary schedule from the contractor.

To expedite reimbursement, invoices should be sent directly to Ms. Kim Evans at 1109 South Marion Avenue, Lake City, Florida, 32025-5874. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit. Please remember that the City of Fernandina Beach is responsible for bearing all expenses in excess of the amount the Department agrees to participate **(\$841,667.00)**.

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,

Kim Evans
District Local Program Administrator

/ke
Enclosures

Tammi Bach

From: Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>
Sent: Friday, October 06, 2017 5:15 PM
To: Clay Crocker; Tammi Bach
Cc: Cerlanek, William
Subject: RE: FW: LignoTech Florida - EDTF

We have reviewed the documents and have only one comment. The Distribution Agreement identified DEO as the awarding agency. Please identify FDOT as the awarding agency.

All else looks good and is ready to present.

Kim Evans

District Local Programs Administrator
Program Management – Local Programs Section – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025
Phone: 386-961-7402
<mailto:kimberly.evans@dot.state.fl.us>

“Be the change you want to see”

From: Clay Crocker [<mailto:clayton.crocker@rayonieram.com>]
Sent: Thursday, October 5, 2017 11:11 AM
To: Evans, Kimberly
Cc: Cerlanek, William
Subject: Re: FW: LignoTech Florida - EDTF

Thanks Kim. We appreciate all of your help on it!

Best Regards,

Clay Crocker ✉
Senior Project Engineer
Rayonier Advanced Materials
Fernandina Plant
Office: 904-277-1479
Cell: 904-557-8690

From: Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>
Sent: Thursday, October 5, 2017 10:31:55 AM
To: Clay Crocker
Cc: Cerlanek, William
Subject: RE: FW: LignoTech Florida - EDTF

Hi Clay,

Dave and I haven't been able to review yet, however I have a meeting tomorrow afternoon and will send you something before COB Friday, October 6th.

Kim Evans

District Local Programs Administrator
Program Management – Local Programs Section – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025
Phone: 386-961-7402
<mailto:kimberly.evans@dot.state.fl.us>

"Be the change you want to see"

From: Clay Crocker [<mailto:clayton.crocker@rayonieram.com>]
Sent: Thursday, October 5, 2017 9:40 AM
To: Evans, Kimberly
Subject: Re: FW: LignoTech Florida - EDTF

Kim,

Have you and your team had a chance to review the documents and agreements Tammi sent to you on 9/28? We are hoping to get your feedback as soon as possible for the upcoming City Commission Meeting.

Thank you,

Clay Crocker
Senior Project Engineer
Rayonier Advanced Materials
Fernandina Plant
Office: 904-277-1479
Cell: 904-557-8690

From: Clay Crocker
Sent: Friday, September 29, 2017 11:13:40 AM
To: 'Evans, Kimberly'
Cc: Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William; Colby Slaughter; 'Laura DiBella'; Tammi Bach; Mark Homans
Subject: Re: FW: LignoTech Florida - EDTF

Kim,

To follow-up Tammi's email yesterday, I have also attached the completed survey of the right-of-way and the corresponding legal description. Please give us any feedback you have as soon as possible.

Thank you,

Clay Crocker
Senior Project Engineer
Rayonier Advanced Materials
Fernandina Plant
Office: 904-277-1479

From: Tammi Bach <tbach@fbfl.org>

Sent: Thursday, September 28, 2017 10:31:11 AM

To: 'Evans, Kimberly'; Mark Homans

Cc: Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William; Clay Crocker; Colby Slaughter; 'Laura DiBella'

Subject: RE: FW: LignoTech Florida - EDTF

Kim: please find attached DRAFTs of the following documents: 1) Deed of Dedication for Right-of-Way; 2) License and Maintenance Agreement for Right-of-Way; and 3) Distribution Agreement for EDTF funds.

Let us know if you have any questions or changes. We have scheduled these agreements for approval by the City of Fernandina Beach City Commission meeting on October 17, 2017. We will need approval from FDOT by October 9, 2017 to move forward.

Thank you in advance for your assistance!

Tammi E. Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law

City Attorney

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

Ph# (904) 310-3275

Fax# (904) 310-3466



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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 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: Evans, Kimberly [<mailto:Kimberly.Evans@dot.state.fl.us>]

Sent: Tuesday, April 18, 2017 6:51 PM

To: Mark Homans; Tammi Bach

Cc: Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William

Subject: RE: FW: LignoTech Florida - EDTF

We could meet the call in on the morning of 4/24 or the morning of 4/27. Please let me know a time.

Thanks,

Kim Evans

District Local Programs Administrator

Program Management – Local Programs Section – MS 2014

1109 South Marion Avenue

Lake City, Florida 32025

Phone: 386-961-7402

<mailto:kimberly.evans@dot.state.fl.us>

"Be the change you want to see"

From: Mark Homans [<mailto:mark.j.homans@rayonieram.com>]

Sent: Tuesday, April 18, 2017 1:53 PM

To: Tammi Bach

Cc: Evans, Kimberly; Dale Martin; Marshall, D. McCrary; Green, Jordan; Cerlanek, William

Subject: Re: FW: LignoTech Florida - EDTF

Tammi,

I agree - a conference call would be helpful for coordination. I am generally available on Monday, April 24th and Thursday, April 27th to participate.

As a quick update: RYAM is executing the design and construction on behalf of the City of FB. We have selected these service providers based on pre-approved qualifications to work on our site. We have submitted drawings to FDOT for feedback. I would be happy to forward more information regarding the engineering firms and contractors.

Best Regards,

On Tue, Apr 18, 2017 at 10:39 AM, Tammi Bach <tbach@fbfl.org> wrote:

Hello, Ms. Evans. You and I last communicated regarding certifications that must be submitted by the City to FDOT. It looks like Mr. Homans with Rayonier Advanced Materials/LignoTech is working with Jordan Green regarding some engineering plans. It seems clear from your email to Mr. Martin here at the City that the City must issue a Request for Qualifications for an engineer. The City is new to this process, obviously. If the City is to develop an RFQ seeking engineers to design the rail spur, the City needs input from Rayonier Advanced Materials/LignoTech.

Perhaps we need a conference call?

Tammi E. Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law

City Attorney

City of Fernandina Beach

204 Ash Street

Fernandina Beach, FL 32034

Ph# (904) 310-3275

Fax# (904) 310-3466



If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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From: Mark Homans [mailto:mark.j.homans@rayonieram.com]
Sent: Thursday, March 23, 2017 2:31 PM
To: jordan.green@dot.state.fl.us; william.cerlanek@dot.state.fl.us
Cc: Tammi Bach; Dale Martin; Clay Crocker
Subject: LignoTech Florida - EDTF

Jordan,

Please find attached .zip file that includes six drawings for the rail improvements at the Rayonier Advanced Materials (RYAM) facility to support the export of commercial liquid products from the new LignoTech Florida (LTF) plant. In summary, the system includes:

- ? An extension of an existing RYAM track to support the switching of up to four railcars at once.
- ? A new switch and rail spur from RYAM to LTF.
- ? A pile support foundation for a load-out platform.
- ? Four gangways and liquid load-out arms.
- ? Four drip pans and piping to secondary containment.
- ? Required rail subgrade preparation and ballast per geotechnical recommendations.
- ? Pavement and aggregate as required around the rail.

LTF would like to request that FDOT review and provide feedback regarding this material per the agreement. We would certainly be open to a meeting or conference call to review the details with our rail engineer if necessary. First Coast Railroad (FCRD) is the current provider of railcar switching service to the RYAM facility and they have been involved in the proposed design.

As you suggested, I have copied the City of Fernandina Beach on this request. Please advise on next steps upon receipt of this email.

Best Regards,

Mark Homans

Manager, Special Projects

Rayonier AM, Fernandina Plant

904-557-6349 cell

904-277-1414 office

mark.j.homans@rayonieram.com

mark.homans@lignotechflorida.com

--
Mark Homans

Manager, Special Projects

Rayonier AM, Fernandina Plant

904-557-6349 cell

904-277-1414 office

mark.j.homans@rayonieram.com

mark.homans@lignotechflorida.com

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-192
Budget Amendments - Florida Department of Transportation (FDOT) /Capital
Improvement Plan Amendment

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-192

SYNOPSIS: Attached is a Resolution approving amendments to the FY 2017/2018 Capital Improvement Fund budget and the Five Year Capital Improvement Plan for the addition of the Rail Spur.

FISCAL IMPACT: The addition of a Rail Spur was not included in the FY 2017/2018 budget. Accepting the FDOT grant and capital contribution from LignoTech require an amendment to the budget and Five Year Capital Improvement Plan. The total value of the Rail Spur is estimated at \$3,138,000 per the grant application. This will be funded by an FDOT grant in the amount of \$841,667 and a capital contribution from LignoTech in the amount of \$2,229,333. Staff recommends a budget amendment increasing the Capital Improvement FDOT Grant account, 300 33323, by \$841,667; increasing the Capital Contribution account, 300 36800, by \$2,229,333; and increasing the Capital Improvement Infrastructure account, 3004100 56500, by \$3,138,000. **This budget amendment will increase the Total City Budget from \$134,617,000 to \$137,755,000.**

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-192.

Tammi E. Bach, City Attorney	11/13/2017
Dale Martin, City Manager	11/14/2017
Patti Clifford, Comptroller	11/14/2017
Tammi E. Bach, City Attorney	11/14/2017

Date: November 01, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2017-192

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 AND FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR THE RAIL SPUR INFRASTRUCTURE ADDITION AND RELATED FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDING; 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 City applied for and was awarded an FDOT grant in 2016 in the amount of \$841,667, for adding a rail spur to service the new Lignotech facility; and

WHEREAS, additional capital contributions in the amount of \$2,229,333 for the project will be provided by Lignotech Florida; and

WHEREAS, the rail spur was not included in the original budget for Fiscal Year 2017/2018, nor in the Capital Improvement Plan; and

WHEREAS, staff recommends the following budget transfers: increasing the Capital Improvement FDOT Grant account, 300 33323, by \$841,667; increasing the Capital Contribution account, 300 36800, by \$2,229,333; and increasing the Capital Improvement Infrastructure account, 3004100 56500, by \$3,138,000.

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

SECTION 1. The City Commission hereby approves the following budget transfers: increasing the Capital Improvement FDOT Grant account, 300 33323, by \$841,667; increasing the Capital Contribution account, 300 36800, by \$2,229,333; and increasing the Capital Improvement Infrastructure account, 3004100 56500, by \$3,138,000.

SECTION 2. This Resolution shall be effective immediately upon passage.

ADOPTED this 21st day of November, 2017.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

**City of Fernandina Beach
Five Year Capital Plan**

Priority A:

1. Capital Improvements needed to protect public health and safety.
2. Capital Improvements needed to fulfill a State or Federal mandate.
3. Capital Improvements needed to fulfill a legal or regulatory requirement.
4. Capital improvements needed to complete an ongoing project.
5. Capital improvements that are shovel ready (funding, permits, etc. are in place).
6. Capital improvements needed to correct existing deficiencies or maintenance issues.

Priority B:

1. Capital Improvements needed to meet or maintain adopted level of service standards.
2. Capital improvements needed to implement adopted plans or studies.
3. Capital improvements that are eligible for grant funding.
4. Capital improvements that will promote economic development.
5. Capital improvements that will reduce operating and/or maintenance costs.

Priority C:

1. Capital Improvements that will increase efficient use of existing public facilities where the economic benefit that results from the improvement exceeds the economic cost of making the improvement.
2. Capital Improvements that will promote redevelopment and/or infill development.

Priority D:

1. Capital Improvements needed to accommodate projected new development, that are consistent with the FLUM, and which represent a logical extension of public facilities.
2. Capital Improvements needed to serve developments that were approved prior to the adoption of this Fernandina Beach Comprehensive Plan.

Priority E:

1. Capital Improvements that will further the plans of the St. Johns River Water Management District and other State agencies that may provide public facilities within the City.

Project Title/Justification	Funding Source			Cost	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	Priorities (Per Comp Plan Policy 8.01.02)					
	Gen Fund		*Other							A	B	C	D	E	
Fire Department															
RESCUE UNIT			100% ^a	555,300	255,300			300,000		1	1				
CDMA COMPLIANT RADIO EQUIPMENT			100% ^a	201,900	201,900					1	1				
FIRE BOAT-HOMELAND SEC PORT GRANT			100% ⁴	475,000	475,000					1	1				
EMERGENCY PREPAREDNESS (Coop / COG)	100%			40,000		40,000				1	1				
MOVE FIRE STA #2 diff years	100%			500,000		500,000					1				
AERIAL APPARATUS	100%			800,000			800,000			1	1				
Building Department															
TYLER TECH-BUILDING	100%			90,900	90,900					6	1				
Streets Department AMENDED															
STREET RESURFACING	66.7%		33.3% ³	1,975,000	325,000	400,000	400,000	400,000	450,000	1	5				
STRIPING & PAVEMENT MARKING	100%			183,250	34,750	36,500	36,500	36,500	39,000	1	5				
SIDEWALKS AND CURBS	100%			314,000	59,000	75,000	75,000	75,000	30,000	1	5				
SIDEWALK EXTENSION PROGRAM	100%			117,500	20,000	22,500	25,000	25,000	25,000	1	5				
ALACHUA CROSSING			100% ^b	800,000	800,000						2,4				
DUMP TRUCK	100%			75,000	75,000					1	1,5	1			
USED MOTOR GRADER	100%			75,000	75,000					1	1,5	1			
FORD F750 TRUCK with GRAPPLE	100%			114,000	114,000					1	1				
RAIL SPUR		73.2% LignoTech	26.8% ⁶	3,138,000	3,138,000					4	2,3,4				
FORD F750 BUCKET TRUCK	100%			60,000		60,000				1	1,5	1			
JOHN DEERE FRONT END LOADER	100%			125,000		125,000				1	1,5	1			
DUMP TRUCK	100%			130,000			130,000			1	1,5	1			
N. 15th/FRANKLIN SLUDGE REMOVAL	100%			10,000		10,000				1,4,6	1,5				

- | | | | |
|------------|---------|------------------|------------------|
| 1. County | 5. FIND | 9. Impact Fees | 13. FBIP |
| 2. FRDAP | 6. FDOT | 10. Assessments | 14. Fines |
| 3. State | 7. FAA | 11. Enterprise | 15. Unclaim Prop |
| 4. Federal | 8. Loan | 12. Utility Bond | |

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2017-24
Land Development Code (LDC) Amendment - Variances

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider proposed Ordinance 2017-24.

SYNOPSIS: At its regular meeting on Tuesday, September 14, 2017, the City Commission (CC) directed staff to work expeditiously to amend the provisions for granting a variance to require applicant's seeking a deviation from LDC Section 4.02.02 be heard by the CC. The following language has been devised to meet the Commission's direction and would allow variances from lot combination to be sought for properties along both the east and west side of North and South Fletcher Avenue.

Consistent with prior guidance, staff continues to advocate for corrective action to resolve the conflicting Comprehensive Plan language contained in Objective 12.05 (Job Opportunity Areas) and LDC Section 10.02.01 (C)(8) to allow lot combinations in excess of 100 feet for properties without the need for any variances in keeping with the historic built pattern and character along the corridor.

Staff is concerned that the drafted amendments serve to erode prior direction to streamline processes and remove political decision making. The Planning Advisory Board considered the CC directed amendments at its Regular Meeting on October 11, 2017 and unanimously recommended denial citing that variances should be considered outside of a political arena and continue to be heard by the Board of Adjustment. Staff recommended denial of the ordinance at First Reading, which occurred on November 8.

At the November 8, 2017 Regular Commission Meeting, the City Commission failed to approve this Ordinance at first reading and directed staff to draft a new ordinance including lot combinations and filling of wetlands variance requests be heard by Commission at quasi-judicial hearings. The new ordinance will be advertised and introduced for consideration by the Planning Advisory Board at its January 2018, meeting. The City Commission will see the new ordinance at First Reading at a Regular Meeting in February 2018.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): No additional comments or recommendations.

Marshall McCrary, Community Development Director	11/14/2017
Nicole Bednar, Administrative Services Manager	11/14/2017
Dale Martin, City Manager	11/15/2017
Tammi E. Bach, City Attorney	11/15/2017

Date: November 14, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

ORDINANCE 2017-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) SECTION 10.02.01 (B) AND (C)(8) LIMITATIONS ON THE GRANTING OF A VARIANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for a LDC text amendment regarding limitations on the grant of a variance Section 10.02.01(C)(8) to allow for a variance to be considered by the City Commission to combine lots along North Fletcher Avenue or South Fletcher Avenue, for properties within the City's Job Opportunity Areas (Comp Plan Objective 12.05); and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, October 11, 2017, and issued a unanimous recommendation of denial; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 27, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments, attached hereto as Exhibit "A," amending LDC Section 10.02.01(B) and (C)(8) to allow consideration of a variance application to combine lots for properties located on North or South Fletcher Avenue and being within the Comprehensive Plan Objective 12.05 Job Opportunity Areas map.

SECTION 2. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately upon adoption.

ADOPTED this 21st day of November, 2017.

CITY OF FERNANDINA BEACH

ROBIN C. LENTZ
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2017-__

EXHIBIT “A”

10.02.01 Generally

- A. Within the Historic District Overlays and the CRA Overlay, the HDC may authorize a variance from the design and improvement standards of the LDC and may issue exceptions from the CRA design guidelines where the required findings of Section 10.02.00 are met.
- B. The BOA may authorize a variance from the design and improvement standards of the LDC, except for areas within the Historic District Overlay, ~~or~~ the CRA Overlay, or as limited by 10.02.01 (C), where requirements of Section 10.02.00 are met.
- C. Limitations on the grant of a variance
 1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
 2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City’s Comprehensive Plan.
 3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered grounds for the authorization of a variance.
 4. A variance shall not change the requirements for concurrency.
 5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.
 6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.
 7. A variance shall not be granted for procedure or process components of this Land Development Code.
 8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Avenue, North Fletcher Avenue, or South Fletcher Avenue except as may be granted through consideration by the City Commission to properties which lie within the Comprehensive Plan defined Job Opportunity Areas. The City Commission shall hear such requests in accordance with the provisions for variances as set forth in Chapter 10.

At its regular meeting on Tuesday, September 14, 2017, the City Commission directed that staff work expeditiously to draft an amendment to the provisions for granting a variance to require applicant's seeking an amendment to LDC Section 4.02.02 be heard by the City Commission. The following language has been devised to meet the Commission's direction.

10.02.01 Generally

- A. Within the Historic District Overlays and the CRA Overlay, the HDC may authorize a variance from the design and improvement standards of the LDC and may issue exceptions from the CRA design guidelines where the required findings of Section 10.02.00 are met.
 - B. The BOA may authorize a variance from the design and improvement standards of the LDC, except for areas within the Historic District Overlay, ~~or~~ the CRA Overlay, or as limited by 10.02.01 (C), where requirements of Section 10.02.00 are met.
 - C. Limitations on the grant of a variance
 - 1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
 - 2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City's Comprehensive Plan.
 - 3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered grounds for the authorization of a variance.
 - 4. A variance shall not change the requirements for concurrency.
 - 5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.
 - 6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.
 - 7. A variance shall not be granted for procedure or process components of this Land Development Code.
 - 8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Avenue, North Fletcher Avenue, or South Fletcher Avenue except as may be granted through consideration by the City Commission to properties which lie within the Comprehensive Plan defined Job Opportunity Areas. The City Commission shall hear such requests in accordance with the provisions for variances as set forth in Chapter 10.
-

BACKGROUND AND HISTORY:

2012

Staff initiated LDC Text amendments to provide clarification on the standards for review and approval of a variance by the Board of Adjustment or the Historic District Council. As part of the process for consideration of the LDC Amendments, the Planning Advisory Board added proposed limitations on the granting of a variance which included LDC Section 10.02.01 (C)(8). The City Commission approved the LDC amendments in January 2013 under Ordinance 2012-28.

2013

Working in concert with Nassau County Economic Development Board, Nassau County Growth Management, and the Fernandina Beach – Yulee Chamber of Commerce, the City initiated a Comprehensive Plan amendment to include a new element for Economic Development. Within the new element (Goal 12) contains an Objective (12.05) regarding Land Use and Infrastructure Expansion. Within Objective 12.05 is policy statement 12.05.01 which identifies the City's Job Opportunity Areas within its jurisdiction by description and in map form. The City defines a "Job Opportunity Area" as "A geographical area or areas within the City that are established as or are emerging job-generating areas where necessary infrastructure exists sufficient to support conscious investments which promote job creation." **EXHIBIT A** is the map contained within the Comprehensive Plan to identify the City's Job Opportunity Areas.

2014

Staff identified a significant conflict between the City's Comprehensive Plan Objective 12.05 regarding Job Opportunity Areas and the limitations found within LDC Section 4.02.02 when coupled with LDC Section 10.02.01(C)(8). Together, these LDC Sections work to create a development pattern which is not consistent with this historic built pattern and character of commercial properties along North and South Fletcher and does not allow a property any avenue for recourse to deviate from the limitation of a 100 foot lot width. In recognition of this conflict, staff initiated an application to allow for lot combinations in excess of 100 feet for properties within the City's identified Job Opportunity Areas.

The requested action was reviewed under a staff initiated application in 2014. The Planning Advisory Board acknowledged that the restriction from the granting of a variance was intended to restrict residential lot combinations and issued a recommendation of approval at its regular meeting on September 10, 2014 in order to correct the conflicting language and to be consistent with the goals of the economic development element of the Comprehensive Plan. The requested amendments passed at the City Commission at 1st reading, but failed to get support from the City Commission at 2nd reading of the ordinance on November 18, 2014.

2016

A privately initiated application was prepared and submitted to the Planning Advisory Board for consideration (PAB 2016-06). The applicant's requested action consistent with the staff proposed amendments in 2014. The requested amendments were to provide an exemption for properties located within the City's defined Job Opportunity Areas as described in the Economic Development Element of the Comprehensive Plan.

The Planning Advisory Board considered this application at its regular meeting on March 9, 2016 and issued a recommendation of approval. This time, the proposed amendment failed the 1st Reading before the City Commission in a hearing held on April 19, 2016, despite an attempt to limit the allowance to only the west side of North or South Fletcher.

2017

A privately initiated application was prepared and submitted to the Planning Advisory Board for consideration (PAB 2017-08). The proposed amendment requested to allow the Board of Adjustment to consider a variance request exceeding the maximum 100 foot lot width for only those properties which are: located on the west side of North or South Fletcher; and contain a General Commercial (GC) Future

PAB 2017-13

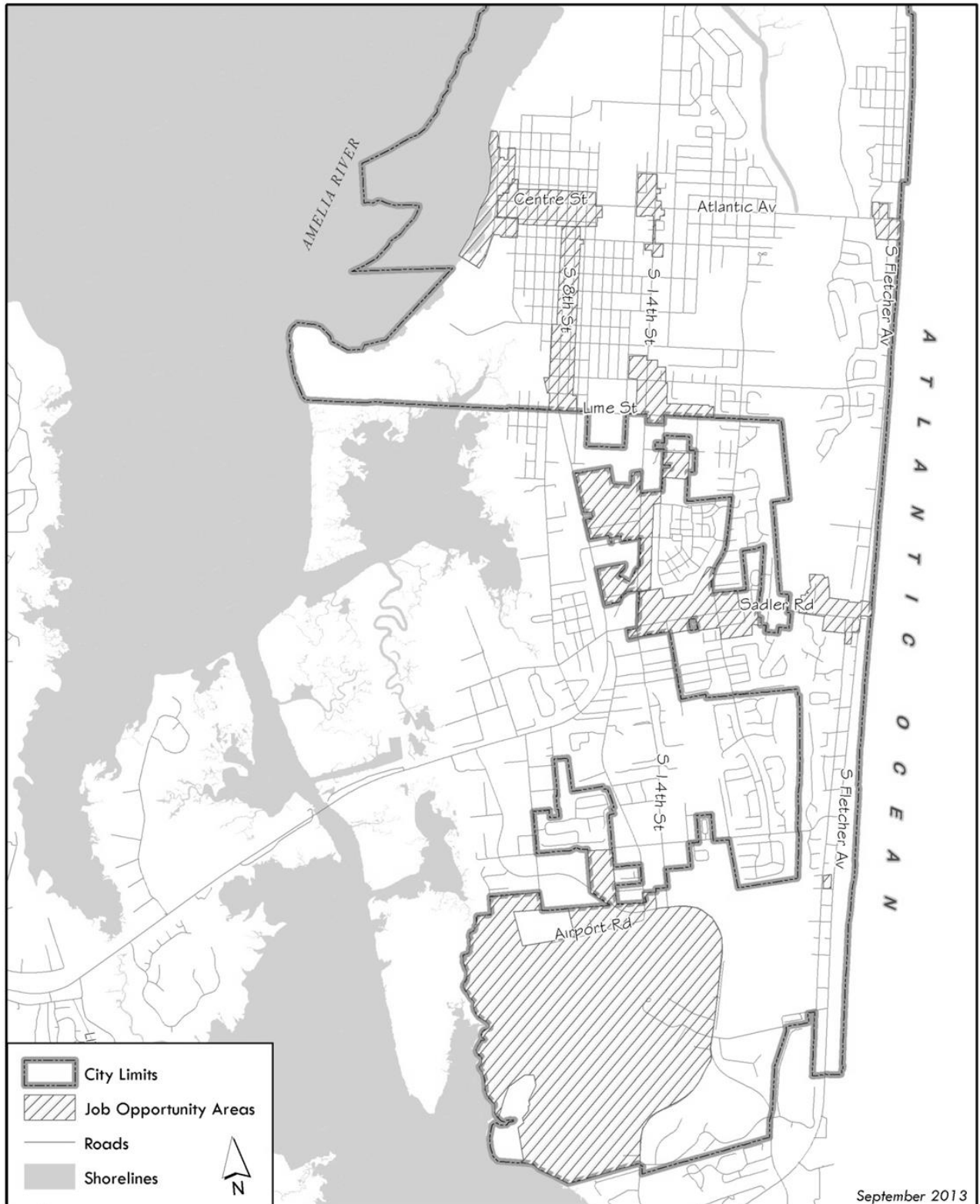
Commission Directed LDC Request

Land Use Map category; and have a Community Commercial (C-1) Zoning Designation; and are within one of the City's Job Opportunity Areas as defined in the Comprehensive Plan Objective 12.05. The City Commission took final action to approve the applicant's request at 2nd reading on September 14, 2017 and at the same time directed that planning staff draft an amendment to LDC Section 10.02.01 to required that any variances sought to deviated from lot combination requirements along North and South Fletcher Avenue be reviewed by the City Commission, instead of the Board of Adjustment.



EXHIBIT A

Job Opportunity Areas Map



NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 21, 2017, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2017-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) SECTION 10.02.01 (B) AND (C)(8) LIMITATIONS ON THE GRANTING OF A VARIANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the November 8, 2017 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Appointment
Board of Trustees of the General Employees Pension Plan

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve reappointment.

SYNOPSIS: The term of Mr. Steven Herbert as a member of the Board of Trustees of the General Employees' Pension Plan as the City Commission Appointed Resident Trustee expired September 2017. Mr. Herbert has submitted his request to be considered for reappointment for an additional two (2) year term ending September 2019. Presently, no other resumes or applications have been received. The applicant listed is a City resident as required by the City Code, Section 62-73.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Mr. Steven Herbert to a two-year term ending September 2019.

Caroline Best, City Clerk 11/06/2017

Dale Martin, City Manager 11/08/2017

Date: November 03, 2017

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: Teresa Bryan
Sent: Friday, August 11, 2017 10:20 AM
To: Kim Briley
Subject: FW: New Trustee term

Hi Kim,

At the GE pension meeting yesterday (Thurs) Scott reminded the Board that Steve Herbert and John Mandrick's terms are both up in September. I've forwarded the letter from Steve that he wishes to continue to serve as he is a Commission appointed trustee. I will prepare the GE labels for the election for John's term shortly.

Thanks,

Teresa Bryan, PHR
H.R. Generalist
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3127
tbryan@fbfl.org

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-----Original Message-----

From: Steven Herbert [<mailto:sherbinator@yahoo.com>]
Sent: Thursday, August 10, 2017 3:52 PM
To: Teresa Bryan
Subject: New Trustee term

I wish to continue my service as a Plan Trustee for the City of Fernandina Beach General Employees' Retirement System and would like to be appointed for the next term starting October 1st 2017. Thank you.

Steven Herbert, CFA
917.859.6384

BOARD OF TRUSTEES OF THE GENERAL EMPLOYEES PENSION PLAN

BOARD OF TRUSTEES OF THE GENERAL EMPLOYEES' PENSION PLAN				
Meeting: Third Thursday of the 2 nd month following the end of each quarter, 3:15 p.m., City Commission Chambers				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
08/14	Steven Herbert (<i>Commission Appt./Resident Trustee</i>) sherbinator@yahoo.com	876 Laguna Drive	917-859-6384	2 yrs-12/2014 to 09/2017
03/08	Beano Roberts (<i>Commission Appt./Resident Trustee</i>) donbeano@yahoo.com	333 N. Fletcher Avenue	904-261-1474	2 yrs-09/2016 to 09/2018
11/13	Ron Heymann, Jr. (<i>Board Appt. – 5th Trustee</i>) ronheymann@gmail.com	2481 Safe Harbor Lane	904-753-1488	2 yrs-12/2016 to 12/2018
08/17	Jeremiah Glisson (<i>Employee Appt.</i>) jglisson@fbfl.org	204 Ash Street	904-310-3314	2 yrs-08/2016 to 09/2018 <i>*filled unexpired term</i>
11/07	* John Mandrick (<i>Employee Appt.</i>) jmandrick@fbfl.org	204 Ash Street	904-753-1412 (C)	2 yrs- 10/2015 to 09/2017
*Chair				
Staff Coordinator: Teresa Bryan, Human Resources FINANCIAL DISCLOSURE REQUIRED				

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Appointment
Code Enforcement and Appeals Board

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointments.

SYNOPSIS: The Code Enforcement and Appeals Board has two Regular Board Member vacancies. The first vacancy has a three-year term that expired in August 2017 and the second vacancy has a three-year term that will expire in November 2017.

At the September 7, 2017, Regular Meeting of the Code Enforcement and Appeals Board, the members approved Alternate Member #1, Ms. Marlene Chapman, be seated in the first vacancy. Since the term of this seat has expired, staff is requesting the City Commission approve Ms. Chapman appointment to the vacancy for a three-year term ending August 2020.

The Code Enforcement and Appeals Board approved that Alternate Member #2, Ms. Gail Shults, be seated in the second vacancy, with a three-year term set to expire in November 2017. Staff is requesting the City Commission approve Ms. Shults' appointment to the vacancy for a three-year term ending November 2020.

Member Henry Byrd's term expired in August 2017. Staff recommends re-appointment of Mr. Byrd for a three-year term ending August 2020.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Ms. Marlene Chapman, Ms. Gail Shults, and Mr. Henry Byrd to three-year terms to the Code Enforcement and Appeals Board.

Caroline Best, City Clerk 11/06/2017

Dale Martin, City Manager 11/14/2017

Date: November 03, 2017

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: Michelle Forstrom
Sent: Monday, October 30, 2017 12:52 PM
To: Kim Briley
Subject: CEAB Alternates

Kim,

As per our conversation, I am confirming that Marlene Chapman and Gail Shults have been seated from alternates to permanent CEAB members.

If you have any questions, please contact me.

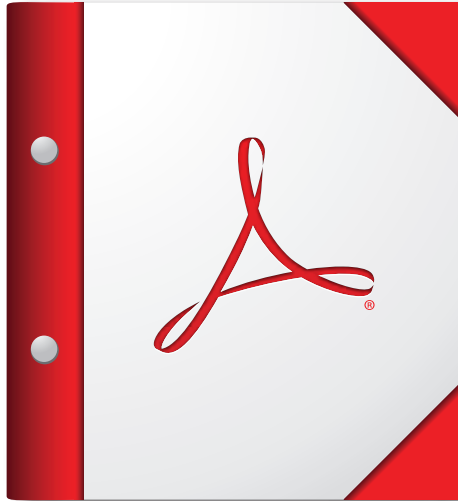


Michelle D. Forstrom
Code Enforcement Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Phone: 904.310.3136
mforstrom@fbfl.org
www.fbfl.us/code

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CODE ENFORCEMENT AND APPEALS BOARD

CODE ENFORCEMENT AND APPEALS BOARD				
Hearing: First Thursday of every month, 6:00 p.m., City Commission Chambers				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
08/06	Cynthia A. Crow ccrow@bellsouth.net	438 North Fletcher Avenue	321-0248 (H) 753-1440 Cell	3 yrs-08/2019
08/06	Adam D. Kaufman adkresolve@comcast.net	116 S. 10 th Street	491-0644 (H)	3 yrs-08/2019
	VACANT <i>Previously held by A. Desilet</i>			3 yrs-08/2017
02/09	Scott Steffen ssteffen@pmsiofflorida.com	409 N. 3 rd Street	277-7897 (H) 225-9070 (W)	3 yrs-09/2018
08/06	Henry Byrd hjbyrd49@gmail.com	1514 Calhoun Street	277-3357 (H)	3 yrs-08/2017
08/06	Carlton “Buddy” C. Boyd bboyd@domesticdesignsinc.com	438 N. Fletcher Avenue	321-0248 (W) 753-1438 cell	3 yrs-09/2018
	VACANT <i>Previously held by Ben Morrison</i>			3 yrs- 11/2017
05/16	Alternate #1 Marlene Chapman mm.chap@hotmail.com	2120 Florida Avenue	624-5978	3 yrs-05/2019
05/16	Alternate #2 Gail Shults Gail.shults@yahoo.com	3165 South Fletcher Avenue	261-9416 (H)	3 yrs-05/2019
*Chair **Vice Chair				
Staff Coordinator: Michelle Forstrom, CDD FINANCIAL DISCLOSURE REQUIRED				

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Golf Course Advisory Board

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment.

SYNOPSIS: In accordance with Resolution 2017-82, the City Commission determined the Golf Course Advisory Board is to consist of five members with the terms of office to be for a period of three years for three of the members, and one-year terms for the Men's and Ladies' Golf Association appointees with the concurrence of the City Commission, and shall be eligible for re-election by their association and re-appointment by the City Commission.

The Fernandina Beach Women's Golf Association recommends the appointment of Ms. Jane Paige as the Fernandina Beach Women's Golf Association Representative for a one-year term ending June 2018.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Ms. Jane Paige to a one-year term to the Golf Course Advisory Board.

Caroline Best, City Clerk	11/06/2017
Nicole Bednar, Administrative Services Manager	11/07/2017
Dale Martin, City Manager	11/14/2017

Date: November 03, 2017

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: Fernandina Beach Women's Golf Association <fbwga18@gmail.com>
Sent: Wednesday, November 01, 2017 3:48 PM
To: Caroline Best; Kim Briley
Cc: jayne Paige
Subject: FBWGA Golf Advisory Board Representative

Fernandina Beach Women's Golf Association

2800 Bill Melton Road

Fernandina Beach, FL 32034

November 1, 2017

Carolyn Best, City Clerk

Kim Briley, Deputy City Clerk

City Clerk's Office

204 Ash Street

Fernandina Beach, FL 32034

Re: 2017 FBWGA Representative to the FB Golf Advisory Board

Dear Ms. Best and Ms. Briley:

The Fernandina Beach Women's Golf Association (FBWGA) elected Jane Paige on October 31, 2017 to serve as the FBWGA representative on the Fernandina Beach Golf Advisory Board.

Jane has been the FBWGA representative for many years and the Association has every confidence that she is representing our interests in ensuring the Fernandina Beach Golf Course remains a viable entity.

Sincerely,

Terri Wright

President, FBWGA

fbwga18@gmail.com

GOLF COURSE ADVISORY BOARD

GOLF COURSE ADVISORY BOARD				
Meeting: Monthly				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
6/2017	Claude Hartley C2535h@yahoo.com	2535 Via Del Rey	310-6571	3 yrs- 6/2019
6/2017	Harry Kegler harry@prohelpplc.com	212 South 5 th Street	(813) 404-2140	3 yrs- 6/2020
6/2017	Lee Murray Lmurray637@aol.com	2752 First Avenue	(443) 871-5333	3 yrs- 6/2020
Representatives of the Golf Associations:				
04/11	Jane Paige 1709 Crescent Road Jayne_Paige@yahoo.com	Women's Association	261-0382 (H) 415-2001 (C)	1 yr-6/2018
01/16	Carl Galpin 537 Spanish Way West cwgalpin@yahoo.com	Men's Association P.O. Box 16228 Fernandina Beach, FL 32035	(313) 949-8809	1 yr-6/2018
*Chair **Vice Chair				
Staff Coordinator: Golf Professional/Manager Steve Murphy City Commission Liaison: Commissioner Poynter NO FINANCIAL DISCLOSURE REQUIRED				

RESOLUTION 2017-82

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUNSETTING THE GREENS AND OVERSIGHT COMMITTEE; CREATING A GOLF COURSE ADVISORY BOARD; DEFINING ITS POWERS, DUTIES AND RESPONSIBILITIES; PROVIDING FOR MEMBERSHIP, TERMS, QUORUM, ORGANIZATION, ROLE, POWERS AND DUTIES, AND MEETING FREQUENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach, Florida, is the owner and operator of the Fernandina Beach Municipal Golf Course; and

WHEREAS, the City Commission wishes to sunset the existing Greens and Oversight Committee established via Resolution 2014-10; and

WHEREAS, the City Commission wishes to create a Golf Course Advisory Board to replace the Greens and Oversight Committee; and

WHEREAS, the City Commission has determined that the Golf Course Advisory Board is to consist of five members with terms of office to be for a period of three years for three of the members, and one-year terms for the Men's and Ladies' Golf Association appointees; and

WHEREAS, that for the initial staggered terms, one person will be appointed for a one-year term; two persons for a two-year term, and two persons for a three-year term with the terms of the appointees to be determined in alphabetical order; one member each of the Men's and Ladies Golf Associations with the term of appointment to be for one year; and

WHEREAS, the City Commission shall appoint a City Commissioner liaison to interact with the Golf Course Advisory Board; and

WHEREAS, the Golf Course Advisory Board will serve in an advisory capacity only with no authority or control over the general manager or management company and will make their suggestions or recommendations to the City Commission through the general manager or management company and the City Manager; and

WHEREAS, the City Commission has determined it to be advisable and appropriate to clearly define this Board and to spell out the eligibility and terms of its appointments and to enumerate the purposes for which the Board has been formed.

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

SECTION 1. The Golf Course Advisory Board.

The Board shall consist of five members, who shall be residents of the City of Fernandina Beach, Florida, and shall be appointed by the City Commission of said City. One member each shall be elected by the Men's Golf Association and the Ladies' Golf Association to serve for a period of one year, with the concurrence of the City Commission, and shall be eligible for re-election by their associations and re-appointment by the City Commission. The three remaining board members shall be appointed by the City Commission and shall serve for a term of three years, each with the eligibility for reappointment. Any

vacancy in membership shall be filled for the unexpired term by the City Commission. All members shall serve without compensation and at the pleasure of the City Commission but may be reimbursed for actual expenses incurred in connection with their official duties.

SECTION 2. The initial staggered terms of the five appointees shall **expire** as follows:

- Two members from the Men's and Ladies' Golf Associations each in June 2018;
- One member in June 2019;
- Two members in June 2020.

SECTION 3. Quorum.

Three members of the Golf Course Advisory Board shall constitute a quorum for the transaction of business, providing, however, that no action shall be taken which is binding upon said Board unless concurred in by no less than a majority of all members comprising the Board.

SECTION 4. Organization.

The Golf Course Advisory Board shall elect a Chairperson, Vice-Chairperson, and Secretary from among its members. The term of these positions shall be one year with eligibility for re-election. The Board shall adopt its own rules of procedure and determine its time of meeting. All meetings of the Board shall be open to the public and all records of the Board shall be public records.

SECTION 5. Role.

The Golf Course Advisory Board is an advisory board to the City Commission and shall review activities at the Fernandina Beach Municipal Golf Course with the management team and report to the City Commission/City Manager (or City Commission designee) to assure the best possible management practices.

SECTION 6. Powers and Duties.

- A. To make recommendations as to the hours of operation, the programs and services that will be available to the public and the care and conditions of all golf course facilities;
- B. Make recommendations regarding policies and rates to be charged for the use of facilities and equipment that is available for use by the general public;
- C. Review Marketing plans. Efforts to increase rounds/revenue (mailings, emails, website, tournaments, etc.);
- D. Make recommendations for the expenditure of funds and assist in the preparation of budgets;
- E. To provide the City Clerk with copies of minutes covering meetings of the Board and prepare and submit to the City Commission as soon as possible after the end of the fiscal year a comprehensive annual report of the Board's activities.

SECTION 7. Meeting Frequency.

- A. The Golf Course Advisory Board shall meet on a monthly basis;
- B. The Golf Course Advisory Board and the City Commissioner liaison shall meet at least on a quarterly basis; and
- C. The Golf Course Advisory Board and the Fernandina Beach Golf Course Management team shall meet on a monthly basis.

SECTION 8. This Resolution shall become effective immediately upon passage.

ADOPTED this 6th day of June, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk



Tammi E. Bach
City Attorney

RESOLUTION NUMBER 934

A RESOLUTION TO AMEND THE MAKE UP OF THE GOLF COURSE ADVISORY BOARD; DEFINING ITS POWERS, DUTIES AND RESPONSIBILITIES; PROVIDING FOR MEMBERSHIP, VACANCIES, REMOVAL, QUORUM, ORGANIZATION, RULES, FINANCES, AND REPORTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach, Florida, is the owner and operator of the Fernandina Beach Municipal Golf Course; and

WHEREAS, the City Commission did determine, at a regular meeting held on November 4, 1980, to form a Golf Course Advisory Committee to consist of five members with the term of office to be for a period of three years; and

WHEREAS, that for the first term, one person would be appointed for a one year term; two persons for a two year term and two persons for a three year term with the terms of the appointees to be determined in alphabetical order; and

WHEREAS, the committee would serve in an advisory capacity only with no authority or control over the Golf Pro and would make their suggestions or recommendations to the City Commission through the Golf Pro and the City Manager; and

WHEREAS, the City Commission did determine, at a regular meeting held on August 16, 1983, to increase the membership of the committee to include one member each of the Men's and Ladies Golf Associations with the term of appointment to be for one year; and

WHEREAS, the current Golf Course Advisory Committee has requested that the appointment of the members be redefined and that the accepted title of the committee be "The Golf Course Advisory Board"; and

WHEREAS, the City Commission has determined it to be advisable and appropriate to clearly define this advisory group and to spell out the eligibility and terms of its appointments and to enumerate the purposes for which the board has been formed.

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

SECTION 1. The Golf Course Advisory Board.

There shall be a golf course advisory committee that will hereafter be known as "The Golf Course Advisory Board". The Board shall consist of seven (7) members, who shall be residents of the City of Fernandina Beach, Florida, and shall be appointed by the City Commission of said City. One member, each, shall be elected by the Men's Golf Association and the Ladies Golf Association to serve for a period of one (1) year, with the concurrence of the City Commission, and shall be eligible for re-election by their association and re-appointment by the City Commission. The five (5) remaining board members shall be appointed by the City Commission and shall serve for the term of three (3) years, each with the eligibility for reappointment. Any vacancy in membership shall be filled for the unexpired term by the City Commission who shall have the authority to remove any member for cause, upon written notice of the reason for such removal and after a public hearing on the same, if such hearing is requested by the member in accordance with Section 1A-22 of the Code. All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

The present terms of the five (5) city appointees shall expire as follows:

Two (2) members on December 1988
One (1) member on December 1989
Two (2) members on December 1990

Section 2. Quorum.

Four (4) members of the Golf Course Advisory Board shall constitute a quorum for the transaction of business, providing, however, that no action shall be taken which is binding upon said Board unless concurred in by no less than a majority of all members comprising the Board.

Section 3. Organization.

The Golf Course Advisory Board shall elect a Chairman, Vice-Chairman, and Secretary from among its members. The term of these positions shall be one (1) year with eligibility for re-election. The Board shall adopt its own rules of procedure and determine its time of meeting. All meetings of the Board shall be open to the public and all records of the Board shall be public records.

Section 4. Powers and Duties.

The Golf Course Advisory Board shall perform only in an advisory capacity to the Golf Pro, the City Manager and the City Commission and will be responsible for assisting in the following areas:

- A. To make recommendations as to the hours of operation, the programs and services that will be available to the public and the care and conditions of all golf course facilities;
- B. Prepare and recommend for adoption, by the City Commission, a comprehensive plan for the physical development and betterment of the Municipal Golf Course, and revise and perfect it from time to time;
- C. Make recommendations regarding policies and rates to be charged for the use of facilities and equipment that is available for use by the general public;
- D. Make recommendations for the expenditure of public funds and assist in the preparation of budgets for the expenditure of such funds;
- E. To provide the City Clerk with copies of minutes covering meetings of the Board and prepare and submit to the City Commission as soon as possible after the end of the fiscal year a comprehensive annual report of the Board's activities;
- F. Perform all acts requested by the City Commission, City Manager and Golf Pro to advise and assist in the continued operation and betterment of the Municipal Golf Course.

Section 5. This Resolution shall take effect immediately upon its adoption by the City Commission.

ADOPTED this 4th day of October, 1988.

CITY OF FERNANDINA BEACH

Ronnie Sapp
RONNIE SAPP
Mayor - Commissioner

ATTEST:

Vicki P. Wingate
VICKI P. WINGATE
City Clerk

CORRECTED
RESOLUTION 2014-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUNSETTING THE GOLF COURSE ADVISORY BOARD; CREATING A GREENS AND OVERSIGHT COMMITTEE; DEFINING ITS POWERS, DUTIES AND RESPONSIBILITIES; PROVIDING FOR MEMBERSHIP, VACANCIES, REMOVAL, QUORUM, ORGANIZATION, RULES, FINANCES, AND REPORTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach, Florida, is the owner and operator of the Fernandina Beach Municipal Golf Course; and

WHEREAS, the City Commission wishes to sunset the existing Golf Course Advisory Board established via Resolution 934; and

Whereas, the City Commission has decided to create a Greens and Oversight Committee to replace said Golf Course Advisory Board; and

WHEREAS, the City Commission has determined that the Greens and Oversight Committee is to consist of seven (7) members with the term of office to be for a period of three (3) years; and

WHEREAS, the City Commission shall appoint a City Commissioner liaison to interact with the Greens and Oversight Committee; and

WHEREAS, the Greens and Oversight Committee will serve in an oversight capacity only with no authority or control over the general manager or management company and would make their suggestions or recommendations to the City Commission through the general manager or management company and the City Manager; and

WHEREAS, the City Commission has determined it to be advisable and appropriate to clearly define this committee and to spell out the eligibility and terms of its appointments and to enumerate the purposes for which the committee has been formed.

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

SECTION 1. The Greens and Oversight Committee.

The Committee shall consist of seven (7) members, who shall be residents of the City of Fernandina Beach, Florida, and shall be appointed by the City Commission of said City. One (1) member, each, shall be elected by the Men's Golf Association and the Ladies Golf Association to serve for a period of one (1) year, with the concurrence of the City Commission, and shall be eligible for re-election by their association and re-appointment by the City Commission. The five (5) remaining board members shall be appointed by the City Commission and shall serve for the term of three (3) years, each with the eligibility for reappointment. Any vacancy in membership shall be filled for the unexpired term by the City Commission. All members shall serve without compensation and at the pleasure of the City Commission but may be reimbursed for actual expenses incurred in connection with their official duties.

SECTION 2. Quorum.

Four (4) members of the Greens and Oversight Committee shall constitute a quorum for the transaction of business, providing, however, that no action shall be taken which is binding upon said Committee unless concurred in by no less than a majority of all members comprising the Committee.

SECTION 3. Organization.

The Greens and Oversight Committee shall elect a Chairperson, Vice-Chairperson, and Secretary from among its members. The term of these positions shall be one (1) year with eligibility for re-election. The Committee shall adopt its own rules of procedure and determine its time of meeting. All meetings of the Committee shall be open to the public and all records of the Committee shall be public records.

SECTION 4. Role.

The Greens and Oversight Committee shall review activities at the Fernandina Beach Golf Course with the Fernandina Beach Golf Course management team and report to the City Commission/City Manager (or City Commission designee) to assure the best possible management of the Golf Course.

SECTION 5. Powers and Duties.

- A. Review financial results versus submitted Golf Course Management plan;
- B. Review Golf Course Maintenance plans and track results versus the timeline established by the Golf Course Management team for the following:
 - 1. Cutting schedule for tees, greens, rough and fairways;
 - 2. Chemical treatment schedule;
 - 3. Irrigation schedule;
 - 4. Clubhouse maintenance schedule;
 - 5. Curb appeal (what the customer experiences/views upon arrival at the golf course);
 - 6. Safety;
- C. Review Food and Beverage plan/results;
- D. Review Marketing plans. Efforts to increase rounds/revenue (mailings, emails, website, tournaments, etc.);
- E. The City Commissioner liaison/City Manager shall meet the Greens and Oversight Committee chairperson for visual review;
- F. The City Commissioner liaison shall be made available to assist the Greens and Oversight Committee at any time;
- G. To provide the City Clerk with copies of minutes covering meetings of the Committee and prepare and submit to the City Commission as soon as possible after the end of the fiscal year a comprehensive annual report of the Committee's activities.

OVERALL GOAL OF THE GREENS AND OVERSIGHT COMMITTEE:

Assist the City Commission/City Manager in the management of the Fernandina Beach Golf Course by reviewing the seven (7) areas (A-G above), identifying deficiencies, and determining the next steps with the Fernandina Beach Golf Course Management team. The Fernandina Beach Golf Course Management team will readily share operational plans and results with the Greens and Oversight Committee. The Greens and Oversight Committee also shall contribute to maintenance budget reviews with the Fernandina Beach Golf Course Management team.

SECTION 6. Meeting Frequencies.

- A. The Greens and Oversight Committee shall meet on a monthly basis;
- B. The Greens and Oversight Committee and the City Commissioner liaison shall meet on a quarterly basis;
- C. The Greens and Oversight Committee and the Fernandina Beach Golf Course Management team shall meet on a quarterly basis.

SECTION 7. This Resolution shall become effective immediately upon passage.

ADOPTED this 4th day of March, 2014.

CITY OF FERNANDINA BEACH



Edward E. Boner
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: **CORRECTED** Resolution 2014-10
Sunsetting the Golf Course Advisory Board and Creating the Greens & Oversight Committee

DEPARTMENT: City Commission

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Resolution 2014-10

SUMMARY: This Resolution was adopted on January 21, 2014 at a special City Commission meeting. The Resolution contained some scrivener errors regarding a 5-member board when the new Greens & Oversight Committee will have 7 members as approved by the City Commission. Adoption of this corrected Resolution makes clear the City Commission's intent that the Greens and Oversight Committee have 7 members with 3-year terms for 5 members and 1-year terms for Men's and Women's Golf Association appointed members.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted by: Joe Gerrity City Manager	Date: 2/25/2014
	Requested Agenda	Date: 3/04/2014
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date:
CITY ATTORNEY	Approved as to Form & Legality <i>TB</i>	Date: 2/25/2014
CITY MANAGER	Approved Agenda Item for 03/04/2014 <i>Just</i>	Date: 2/25/2014

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

Approved at the City Commission
Regular Meeting
Held on *3/4/14*
Voted: *5-0* Initial: *JB*

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WHEREAS, the City of Fernandina Beach, Florida, is the owner and operator of the Fernandina Beach Municipal Golf Course; and

WHEREAS, the City Commission wishes to sunset the existing Golf Course Advisory Board established via Resolution 934; and

Whereas, the City Commission has decided to create a Greens and Oversight Committee to replace said Golf Course Advisory Board; and

WHEREAS, the City Commission has determined that the Greens and Oversight Committee is to consist of ~~five (5)~~ seven (7) members with the term of office to be for a period of three (3) years; and

~~WHEREAS, that for the first term, one (1) person would be appointed for a one (1) year term; two (2) persons for a two (2) year term and two (2) persons for a three (3) year term with the terms of the appointees to be determined in alphabetical order; one (1) member each of the Men's and Ladies Golf Associations with the term of appointment to be for one (1) year; and~~

WHEREAS, the City Commission shall appoint a City Commissioner liaison to interact with the Greens and Oversight Committee; and

WHEREAS, the Greens and Oversight Committee will serve in an oversight capacity only with no authority or control over the general manager or management company and would make their suggestions or recommendations to the City Commission through the general manager or management company and the City Manager; and

WHEREAS, the City Commission has determined it to be advisable and appropriate to clearly define this committee and to spell out the eligibility and terms of its appointments and to enumerate the purposes for which the committee has been formed.

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Commission. All members shall serve without compensation and at the pleasure of the City Commission but may be reimbursed for actual expenses incurred in connection with their official duties.

~~SECTION 2. The present terms of the five (5) city appointees shall expire as follows:~~

~~One (1) member on February 2015~~

~~Two (2) members on February 2016~~

~~Two (2) members on February 2017~~

SECTION 2. Quorum.

Four (4) members of the Greens and Oversight Committee shall constitute a quorum for the transaction of business, providing, however, that no action shall be taken which is binding upon said Committee unless concurred in by no less than a majority of all members comprising the Committee.

SECTION 3. Organization.

The Greens and Oversight Committee shall elect a Chairperson, Vice-Chairperson, and Secretary from among its members. The term of these positions shall be one (1) year with eligibility for re-election. The Committee shall adopt its own rules of procedure and determine its time of meeting. All meetings of the Committee shall be open to the public and all records of the Committee shall be public records.

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- D. Review Marketing plans. Efforts to increase rounds/revenue (mailings, emails, website, tournaments, etc.);
- E. The City Commissioner liaison/City Manager shall meet the Greens and Oversight Committee chairperson for visual review;
- F. The City Commissioner liaison shall be made available to assist the Greens and Oversight Committee at any time;
- G. To provide the City Clerk with copies of minutes covering meetings of the Committee and prepare and submit to the City Commission as soon as possible after the end of the fiscal year a comprehensive annual report of the Committee's activities.

OVERALL GOAL OF THE GREENS AND OVERSIGHT COMMITTEE:

Assist the City Commission/City Manager in the management of the Fernandina Beach Golf Course by reviewing the seven (7) areas (A-G above), identifying deficiencies, and determining the next steps with the Fernandina Beach Golf Course Management team. The Fernandina Beach Golf Course Management team will readily share operational plans and results with the Greens and Oversight Committee. The Greens and Oversight Committee also shall contribute to maintenance budget reviews with the Fernandina Beach Golf Course Management team.

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- B. The Greens and Oversight Committee and the City Commissioner liaison shall meet on a quarterly basis;
- C. The Greens and Oversight Committee and the Fernandina Beach Golf Course Management team shall meet on a quarterly basis.

SECTION 7. This Resolution shall become effective immediately upon passage.

ADOPTED this 4th day of March, 2014.

CITY OF F

ATTEST:

Caroline Best
City Clerk

Tan
City F.

*marked up
copy*

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2017-82

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-82

SYNOPSIS: The City Commission directed the City Attorney to prepare a Resolution sunsetting the Greens and Oversight Committee. This Resolution sunsets the Greens and Oversight Committee and creates a new Golf Course Advisory Board.

The original Golf Course Advisory Committee was created in 1980 with 5 members. In 1983, the City Commission increased the membership to seven members with a representative each from the Men's and Ladies' Golf Associations. In 1988, the City Commission changed the name to the Golf Course Advisory Board.

In 2014, the City Commission sunsetted the Golf Course Advisory Board and created the Greens and Oversight Committee. The duties of the Greens and Oversight Committee included very specific reviews of food/beverage plans, greens maintenance plans and marketing plans to determine if the goals set by the management company were being met and were in line with what the City Commission expected for results.

The Golf Course Advisory Board is tasked with more general advisory duties which include recommendations to the City Manager and City Commission regarding Golf Course operations, maintenance, budget, and marketing.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-82.

Dale Martin, City Manager

Tammi Bach, City Attorney

Vee Sellers, Paralegal

Date: 05/23/2017

COMMISSION ACTION: Adopt
